

**JOURNAL OF THE PROCEEDINGS
OF THE
BOARD OF COMMISSIONERS
OF COOK COUNTY**

JULY 10, 2012



TONI PRECKWINKLE, PRESIDENT

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EARLEAN COLLINS
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DEBORAH SIMS
ROBERT B. STEELE
LARRY SUFFREDIN
JEFFREY R. TOBOLSKI

COUNTY CLERK

DAVID ORR

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O F T H E

B O A R D O F C O M M I S S I O N E R S

O F C O O K C O U N T Y

Meeting of Tuesday, July 10, 2012

**10:00 A.M.
Daylight Savings Time**

COOK COUNTY BOARD ROOM, COUNTY BUILDING

Board met pursuant to law and pursuant to Resolution 12-R-19.

OFFICIAL RECORD

President Preckwinkle in the Chair.

CALL TO ORDER

At 10:00 A.M., being the hour appointed for the meeting, the President called the Board to order.

QUORUM

County Clerk David Orr called the roll of members and there was found to be a quorum present.

ROLL CALL

Present: President Preckwinkle and Commissioners Beavers, Butler, Collins, Daley, Fritchey, Garcia, Gorman, Goslin, Murphy, Reyes, Schneider, Silvestri, Sims, Steele, Suffredin and Tobolski (16).

Absent: Commissioner Gainer (1)

INVOCATION

Pastor James L. Brooks, Chaplain of the Maywood-Wheaton Alumni Chapter gave the Invocation.

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President Preckwinkle moved that the meeting do now recess for the purpose of holding the various committee meetings.

BOARD RECONVENED

President Preckwinkle in the Chair.

QUORUM

County Clerk David Orr called the roll of members and there was found to be a quorum present.

ROLL CALL

Present: President Preckwinkle and Commissioners Beavers, Butler, Collins, Daley, Fritchey, Garcia, Gorman, Goslin, Murphy, Reyes, Schneider, Silvestri, Sims, Steele, Suffredin and Tobolski (16).

Absent: Commissioner Gainer (1)

BOARD OF COMMISSIONERS OF COOK COUNTY

PRESIDENT

PROPOSED APPOINTMENT

Transmitting a Communication, dated July 6, 2012 from

TONI PRECKWINKLE, President, Cook County Board of Commissioners

Pursuant to the authority granted by Cook County Code, I hereby appoint Dr. Stephen J. Cina, M.D., FCAP as the Chief Medical Examiner to replace Dr. Nancy Jones.

Dr. Cina is a board-certified anatomic and forensic pathologist with twenty years of forensic autopsy experience. He is currently the Associate Medical Director of the University of Miami Tissue Bank and has served in consulting, deputy, and chief medical examiner positions throughout his career, including a position as a Regional Medical Examiner in the United States Air Force. Dr. Cina has served on the Board of Directors of the National Association of Medical Examiners and as President of the Florida Association of Medical Examiners. Dr. Cina holds a Bachelor of Arts from Johns Hopkins University, an M. D. from Vanderbilt University School of Medicine and has authored over 100 scientific publications. Dr. Cina's extensive experience in the field of forensic pathology and management experience will be an asset to Cook County and the Office of the Cook County Medical Examiner.

Dr. Cina's term as Chief Medical Examiner would not commence until after Dr. Jones' retirement and confirmation of his appointment by the Cook County Board of Commissioners.

I submit this appointment for your advice and consent.

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In accordance with Cook County Code Section 2-107(z)(1) Amendment or suspension of rules, Commissioner Daley, seconded by Commissioner Garcia, moved to suspend Section 2-107(h)(1) Prior notice to public; agendas. **The motion carried unanimously.**

Commissioner Suffredin, seconded by Commissioner Silvestri, moved that the communication be referred to the Committee on Legislation and Intergovernmental Relations. (Comm. No. 319026). **The motion carried unanimously.**

INTERGOVERNMENTAL AGREEMENTS

Transmitting a Communication, dated July 6, 2012 from

TONI PRECKWINKLE, President, Cook County Board of Commissioners

INTERGOVERNMENTAL AGREEMENT BETWEEN COOK COUNTY AND COOK COUNTY FOREST PRESERVE REGARDING CERTAIN REIMBURSEMENTS

This Intergovernmental Agreement (“IGA”) is dated _____, 2012 by and between Cook County (the “County”) and the Cook County Forest Preserve District (the “Forest Preserve”) (collectively, the “Parties”), pursuant to authority granted by the Illinois Constitution of 1970, Article VII, Section 10 and Intergovernmental Cooperation Act, 5 ILCS 22011 *et seq.*

I. RECITALS

WHEREAS, the County provides various services (the “County Services”), as described below, to the Forest Preserve for which the County wishes to be reimbursed;

WHEREAS, the County’s intergovernmental relations staff provides legislative liaison services (the “Intergovernmental Relations Services”) to the Forest Preserve, including, but not limited to developing and executing proactive and reactive strategies on legislative, regulatory and administrative proposals and rules and regulations under consideration by the County Board of Commissioners, the City of Chicago City Council, and the Illinois General Assembly for relevant discussions and potential affect upon the Forest Preserve;

WHEREAS, the County Department of Risk Management (“Risk Management”) administers the health benefits plans of Forest Preserve employees, including handling all aspects of health benefit plan administration, processing of information to the database, reconciliation, claims management, and open enrollment communications;

WHEREAS, the County Bureau of Administration provides high-volume multi-function copy, print, scan and fax rental equipment (the “Equipment Rental Services”) and, through its print shop, provides various printing and graphic design services (the “Print Services”) to the Forest Preserve for internal and external communications;

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NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties agree as follows:

II. INCORPORATION OF RECITALS

The recitals above are incorporated herein as though fully set forth.

III. REIMBURSEMENT

The Forest Preserve agrees to compensate the County for the County Services as set forth below:

- a. For the Intergovernmental Relations Services, the Forest Preserve shall pay the County the sum of \$90,000.00 annually;
- b. For the services related to the administration of health benefits plans, the Forest Preserve shall pay the County the sum of \$10,000 annually
- c. For the Print Services, the Forest Preserve shall pay the County for actual services rendered up to the sum of \$90,000.00 annually;
- d. For the Equipment Rental Services, the Forest Preserve shall pay the County for actual equipment rental costs up to the sum of \$50,000 annually.

IV. TERM

The term of this IGA shall commence, retroactively, January 1, 2008 and end December 31, 2013 (the "Initial Term"). The Agreement shall automatically renew for additional one-year terms (each a "Renewal Term") unless otherwise terminated. During the Initial Term, either party may terminate this Agreement upon ninety (90) days written notice to the other party. Thereafter, this Agreement may be terminated during any Renewal Term by either party upon sixty (60) days written notice to the other.

V. NOTICE

Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the addresses set forth below, by any of the following means: (a) personal service during regular business hours; (b) facsimile transmission during regular business hours; (c) overnight courier; or (d) first class mail properly addressed with postage prepaid and deposited in the U. S. Mail. Any notice, demand or request served personally or by facsimile transmission as aforesaid shall be effective upon receipt. Any notice, demand or request served by overnight courier shall be deemed received on the business day immediately following deposit with the overnight courier. Any notice, demand or request served by U.S. mail shall be deemed received two (2) business days following deposit in the mail. Notices shall be served at the following addresses or at such other place as the parties may from time to time designate in writing by notice given hereunder

If to the Cook County
Office:

Office of President
5th Floor, County Building
118 North Clark Street
Chicago, Illinois 60602

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If to the Cook County
Forest Preserve District:

Forest Preserve District of Cook County
536 North Harlem Avenue
River Forest, Illinois 60305
Attn: General Superintendent

With a copy to:

Forest Preserve District of Cook County
69 West Washington, Suite 2010
Chicago, Illinois 60602
Attn: Legal Department

VIII. GENERAL

1. *Compliance with Laws.* The County and the District shall at all times observe and comply with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders, now existing or hereinafter in effect, which may in any manner affect the performance of this agreement.

2. *Counterparts.* This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute a single, integrated instrument.

3. *Governing Law and Venue.* This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to the principles of conflicts of law thereof. If there is a lawsuit under this Agreement, each party hereto agrees to the original jurisdiction of those courts located within the County of Cook, State of Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Agreement.

4. *Entire Agreement; Modification.* This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior agreements, negotiations and discussions. This Agreement may not be modified or amended in any manner without the prior written consent of the parties hereto. No term of this Agreement may be waived or discharged orally or by any course of dealing, but only by an instrument in writing signed by the party benefited by such term.

5. *Severability.* If any term of this Agreement or any application thereof is held invalid or unenforceable, the remainder of this Agreement shall be construed as if such invalid part were never included herein and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

6. *Conflicts.* This Agreement shall not be legally binding on the County or the Forest Preserve if entered into in violation of the provisions of the Public Officer Prohibited Activities Act, 50 ILCS 105/0.01 *et seq.*

In accordance with Cook County Code Section 2-107(z)(1) Amendment or suspension of rules, Commissioner Daley, seconded by Commissioner Garcia, moved to suspend Section 2-107(h)(1) Prior notice to public; agendas. **The motion carried unanimously.**

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Commissioner Daley, seconded by Commissioner Sims, moved that the request of the President of the Cook County Board of Commissioners be approved and that the Proper Officials be authorized to sign on behalf of Cook County. **The motion carried unanimously.**

* * * * *

Transmitting a Communication, dated July 6, 2012 from

TONI PRECKWINKLE, President, Cook County Board of Commissioners

INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF COOK ON BEHALF OF THE COOK COUNTY SHERIFF AND THE FOREST PRESERVE DISTRICT OF COOK COUNTY

This Intergovernmental Agreement (“IGA”) is entered into by and between the County of Cook (“County”) on behalf of the Sheriff of Cook County (“Sheriff”) and the Forest Preserve District of Cook County (“District”) (collectively, the “Parties”), pursuant to authority granted by the Illinois Constitution of 1970, Article VII, Section 10 and Intergovernmental Cooperation Act, 5 ILCS 22011 *et seq.*

I. RECITALS

WHEREAS, the Cook County Emergency Telephone Systems Board (the “ETSB”) is empowered under the Emergency Telephone System Act to administer the operation of the Cook County 9-1-1 system in the unincorporated areas of Cook County and Dixmoor, Ford Heights, Golf, Northlake, Phoenix, Robbins and Stone Park.

WHEREAS, since 1985, the ETSB has provided 24 hour, 7 day a week 911 services for, and the Sheriff has processed calls and provided other dispatching services to, the District.

WHEREAS, such services include call taking, dispatching, and radio monitoring.

WHEREAS, in 1997, the Parties had discussions regarding possible funding by the District of a portion of the dispatching services the Sheriff’s office provides at the ETSB.

WHEREAS, to date, no IGA has been finalized to facilitate funding of the dispatching services.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties agree as follows:

II. INCORPORATION OF RECITALS

The recitals set forth above are incorporated herein as though fully set forth.

III. GENERAL PROVISIONS

a. **TERM:** The term of this IGA shall be retroactive, starting January 1, 2008 and shall end December 31, 2013, with the option of renewing for a subsequent two (2) year period. Either the Sheriff or the District may request a renewal within sixty (60) days of the end of this IGA Term. The

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IGA shall be effective when approved by the Board of Commissioners of both the County and the District.

b. **TERMINATION:** Either the County, upon the request of Sheriff, or the District, may terminate this IGA at any time after the first six (6) months of its term upon thirty (30) days written notice

c. **REIMBURSEMENT:** The District agrees to reimburse the Sheriff based on the following schedule:

1. For each of County Fiscal Years 2008, 2009, 2010, and 2011, the District shall pay the Sheriff \$180,000;
2. For each of County Fiscal Years 2012 and 2013, the District shall pay the Sheriff \$250,000;

The sum of these reimbursement payments is \$1,220,000. The invoices for the payments for County fiscal years 2008, 2009, 2010 and 2010, and 2011 shall be issued upon execution of the IGA and the invoices for fiscal years 2012 and 2013 shall be issued on a quarterly basis. Upon receipt of payment from the Forest Preserve District, the Sheriff's Office will transmit the payments to the Comptroller's Office where it will be deposited in the "Intergovernmental/ETSB" special purpose fund.

IV. INDEMNIFICATION:

A. The District agrees to indemnify, defend, save and hold the County and the Sheriff, and their respective Commissioners, agents, officers, and employees harmless from and against any and all liabilities, claims, demands or suits brought by any employee of the District pursuant to this IGA or member of the public arising out of any negligent act or omission of the District and/or its agents, officers, or employees in the performance of this IGA.

B. The County agrees to indemnify, defend, save and hold the District, and its agents, officers, and employees harmless from and against any and all liabilities, claims, demands or suits brought by any employee of the Sheriff's Office pursuant to this IGA or member of the public arising out of any negligent act or omission of the Sheriff and/or its agents, officers, or employees in the performance of this IGA.

V. DISPUTE RESOLUTION:

In the event of a dispute between the District and the Sheriff concerning this IGA, each shall designate a representative who shall meet to resolve the dispute. If the designated representatives fail to resolve the dispute, then the Sheriff's General Counsel and the District's Chief Attorney are responsible for promptly resolving the dispute in good faith and in a cooperative manner.

VI. NOTICE

Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the addresses set forth below, by any of the following means: (a) personal service during regular business hours; (b) facsimile transmission during regular business hours; (c) overnight courier; or

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(d) first class mail properly addressed with postage prepaid and deposited in the U. S. Mail. Any notice, demand or request served personally or by facsimile transmission as aforesaid shall be effective upon receipt. Any notice, demand or request served by overnight courier shall be deemed received on the business day immediately following deposit with the overnight courier. Any notice, demand or request served by U.S. mail shall be deemed received two (2) business days following deposit in the mail. Notices shall be served at the following addresses or at such other place as the Parties may from time to time designate in writing by notice given hereunder.

If to the Cook County
Sheriff's Office:

Cook County Sheriff's Office
50 West Washington
Ste. 704
Chicago, Illinois 60602
Attn: General Counsel

If to the Cook County
Forest Preserve District:

Forest Preserve District of Cook County
536 North Harlem Avenue
River Forest, Illinois 60305
Attn: General Superintendent

With a copy to:

Forest Preserve District of Cook County
Legal Department
69 West Washington, Ste. 2010
Chicago, Illinois 60602
Attn: Chief Attorney

VII. GENERAL

a. *Compliance with Laws.* The Parties shall at all times observe and comply with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders, now existing or hereinafter in effect, which may in any manner affect the performance of this IGA.

B. *Counterparts* This IGA may be executed in any number of counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute a single, integrated instrument.

C. *Governing Law and Venue.* This IGA shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to the principles of conflicts of law thereof. If there is a lawsuit under this IGA, each Party hereto agrees to the original jurisdiction of those courts located within the County of Cook, State of Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this IGA.

d. *Entire Agreement; Modification.* This IGA constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior agreements, negotiations and discussions. This IGA may not be modified or amended in any manner without the prior written consent of the Parties hereto. No term of this IGA may be waived or discharged orally or by any course of dealing, but only by an instrument in writing signed by the Party benefited by such term.

e. *Severability.* If any term of this IGA or any application thereof is held invalid or unenforceable, the remainder of this IGA shall be construed as if such invalid part were never included

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herein and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

f. *Conflicts.* This IGA shall not be legally binding if entered into in violation of the provisions of the Public Officer Prohibited Activities Act, 50 ILCS 105/0.01 *et seq.*

In accordance with Cook County Code Section 2-107(z)(1) Amendment or suspension of rules, Commissioner Daley, seconded by Commissioner Garcia, moved to suspend Section 2-107(h)(1) Prior notice to public; agendas. **The motion carried unanimously.**

Commissioner Daley, seconded by Commissioner Sims, moved that the request of the President of the Cook County Board of Commissioners be approved and that the Proper Officials be authorized to sign on behalf of Cook County. **The motion carried unanimously.**

PROPOSED ORDINANCE AMENDMENT

Submitting a Proposed Ordinance Amendment sponsored by

TONI PRECKWINKLE, President, Cook County Board of Commissioners

PROPOSED ORDINANCE AMENDMENT

NOW, THEREFORE, BE IT ORDAINED, THAT Chapter 44, Article II, Sec. 44-44 of the Cook County Code, is hereby amended as follows:

Sec. 44-44. Exemptions.

The provisions of this article and the Human Resources Management System thereby created shall be construed as the law regulating the civil services of the County for all purposes including 70 ILCS 810/17 (Cook County Forest Preserve District Act—application of human resource ordinance) except as exempted in this article. There shall be three categories of exemptions from the provisions of this article.

- (1) The following positions shall be exempt from the classification authority of the Chief of Human Resources and from the career service provisions of this article.
 - a. Elected officials;
 - b. Bureau chiefs;
 - c. Executive heads of departments;
 - d. Members of boards and commissions.
- (2) The following positions shall be exempt only from the career service provisions of this article; these positions shall be subject to classification and all other provisions of this article:
 - a. Employees working directly for the County Board and its various committees;

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- b. Employees working in the office of the President, and employees in the offices of the Bureau Chiefs and the Office of Capital Planning and Policy;
- c. Employees of departments directly or indirectly headed by an elected official other than the President;
- d. Employees in the office of the Public Defender who hold positions designated as Public Defender Direct Appointments in the Cook County Employment Plan;
- e. Employees whose position has been designated as an exempt position pursuant to the Judgment in the matter of Michael L. Shakman, et al., vs. The Democratic Organization of Cook County, et al., 69 C 2145 entered on January 7, 1994, in the United States District Court for the Northern District of Illinois, Eastern Division or as otherwise amended and subsequently designated as exempt by court Order;
- f. Employees holding a position labeled in Group One, Group Two or Group Three on the November 9, 2010 Court Order (Docket No. 1938) in the matter of Michael L. Shakman, et al., vs. The Democratic Organization of Cook County, et al., 69 C 2145;
- g. Employees designated as executive service because they are responsible for the development of departmental management policy or because their positions are at the nexus where policy and implementation meet and are therefore, essential to the successful implementation of policy;
- h. Positions exempted from the career service pursuant to the rules of the Bureau upon recommendation of a department head and after comment and recommendation by the Chief of Human Resources and the approval of the President. These additional exemptions must be based on the need for flexibility in appointment to positions which are:
 1. Necessary in order to maintain confidentiality; or
 2. Administratively necessary in order to effect a program including, but not limited to, such programs as internships, student work experience programs, trainee programs, Federal public service employment programs, and any other programs, which, because of the program requirements, cannot be subject to career service requirements.

All employees exempted in the above category are considered to be "at will" employees and shall serve at the pleasure of the appointing authority unless otherwise provided for by law or contract.

- (3) Physicians and dentists employed by the County to work within the Cook County Bureau of Health Services shall be exempt from career service and shall be governed by the provisions of Section 44-52. Unless exempted under this section, all other employees under the direction and control of the Office of the President shall be covered under the career service provisions provided for in this article.

This item was WITHDRAWN at the request of the sponsor.

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COMMISSIONERS

PROPOSED ORDINANCE AMENDMENT

Submitting a Proposed Ordinance Amendment sponsored by

JOHN A. FRITCHY and LARRY SUFFREDIN, County Commissioners

PROPOSED ORDINANCE AMENDMENT

LEGISLATIVE COUNSEL TO THE COOK COUNTY BOARD OF COMMISSIONERS

WHEREAS, during the FY2011 Budget deliberations, an amendment was introduced and approved by the Cook County Board to create two Legislative Counsel positions and one Administrative Support position; and

WHEREAS, the impetus for creating these positions was to assist the Board of Commissioners in creating, analyzing and when called upon, to opine on legislation created by a single or multiple members intended for presentation to the entire County Board; and

WHEREAS, said Legislative Counsel positions were to be completely independent of the Executive branch and of any other elected official, including the Office of the State's Attorney, in order to avoid a conflict of interest when reviewing or opining on legislation as well as to function on behalf of and exclusively in the best interest of the Cook County Board of Commissioners; and

WHEREAS, although the three Legislative Counsel positions created during the FY2011 were reduced to one during the FY2012 budget, the underlying need for the Legislative Counsel function persists; and

WHEREAS, despite the remaining Legislative Counsel position being fully funded, it has yet to be filled; and

WHEREAS, it is also prudent to establish the qualifications, mission and duties of said Legislative Counsel.

NOW, THEREFORE, BE IT ORDAINED, by the Cook County Board of Commissioners that Chapter 50 Libraries, Article I, Legislative Reference Services, of the Cook County Code is hereby amended as follows:

Sec. 50-1. Title.

This article shall be known as the "Legislative Reference Services Act" and may be cited as such.

Sec. 50-2. Recitals.

The President and the Board of Commissioners of the County of Cook find that all of the recitals contained in the preambles to this article are full, true and correct and do incorporate them into this article by this reference.

Sec. 50-3. Public purpose.

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It is hereby found, determined and declared that the purpose of this article is to assist the Board and President in the research and drafting of amendments, ordinances and resolutions for consideration before the Board; ensure that ordinances and resolutions prepared are accurate in form, structure and uniformity; maintain a legislative library and make certain that the County's Code is updated accurately.

Sec. 50-4. Director, staff and duties.

(a) The President shall appoint the Legislative Reference Director who shall be responsible for assisting the Board and President in the research and drafting of amendments, ordinances and resolutions for consideration before the Board; ensure that ordinances and resolutions prepared are accurate in form, structure and uniformity; maintain a legislative library and make certain that the County's Code is updated accurately.

(b) The Legislative Reference Director shall serve under the Executive Law Librarian and have access to Cook County Law Library Research Assistants and Staff as needed and directed.

(c) The Executive Law Librarian shall provide assistance, materials and research materials as needed for use by the Legislative Reference Director.

(d) The Legislative Reference Director shall notify the Clerk of the Board that the ordinances and resolutions prepared are accurate in form, structure and uniformity.

Sec. 50-5. Legislative Counsel to the Board of Commissioners, qualifications, mission and duties.

(a) The Legislative Counsel shall be appointed by the President of the Board of Commissioners with the advice and consent of the Board of Commissioners and shall serve until removed by the President with the advice and consent of the Board of Commissioners. In case of a vacancy in the office of the Legislative Counsel, the vacancy shall be filled in the manner set forth aforesaid.

(b) The Legislative Counsel to the Board of Commissioners must be an attorney admitted to practice law in the State of Illinois and knowledgeable in some or all of the following: political science; parliamentary practice; legislative procedure; and the methods of research, statutory revision and legislative drafting.

(c) The mission of the Legislative Counsel to the Board of Commissioners is to assist the Board in the development of sound public policy, ensure the integrity of the legislative process, and preserve the legislative branch in its proper constitutional role in county government. The duties of the Legislative Counsel shall be as follows:

Provide legal and policy review of current law and proposed legislation.

Prepare legal opinions.

Provide legal advice and research.

Draft and review legislation.

(d) The Legislative Counsel shall have access to Cook County Law Library Research Assistants and Staff as needed and directed.

(e) The Executive Law Librarian shall provide assistance, materials and research materials as needed for use by the Legislative Counsel.

Sec. 50-56. Confidentiality.

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Documents, research and ordinance material submitted to the Legislative Reference Director or the Legislative Counsel to the Board of Commissioners shall be confidential and publication shall not be issued without the consent of the requestor.

Sec. 50-67. Rules and regulations.

The Legislative Reference Director shall promulgate rules and regulations to carry out the provisions of this Act.

Sec. 50-78. Effective date.

This article shall take effect immediately upon passage.

Effective Date: This Ordinance Amendment shall be effective upon passage.

Commissioner Fritchey, seconded by Commissioner Suffredin, moved that the Proposed Ordinance Amendment be referred to the Committee on Legislation and Intergovernmental Relations. (Comm. No. 318989). **The motion carried unanimously.**

CONSENT CALENDAR

12-R-285 RESOLUTION

Sponsored by

**THE HONORABLE JEFFREY R. TOBOLSKI, PRESIDENT TONI PRECKWINKLE,
JOHN P. DALEY, WILLIAM M. BEAVERS, JERRY BUTLER, EARLEAN COLLINS,
JOHN A. FRITCHEY, BRIDGET GAINER, JESUS G. GARCIA,
ELIZABETH "LIZ" DOODY GORMAN, GREGG GOSLIN, JOAN PATRICIA MURPHY,
EDWIN REYES, TIMOTHY O. SCHNEIDER, PETER N. SILVESTRI, DEBORAH SIMS,
ROBERT B. STEELE AND LARRY SUFFREDIN, COUNTY COMMISSIONERS**

IN MEMORY OF CAROLINE VOGT DOMBROWSKI

WHEREAS, Almighty God, in his infinite wisdom, has called a kind and deeply beloved woman, Caroline Vogt Dombrowski, from our midst; and

WHEREAS, Caroline Vogt Dombrowski was the loving wife of Leo Dombrowski and matriarch of a family of seven children; and

WHEREAS, Caroline was born in Chicago's Canaryville neighborhood, attended Mercy High School, and later graduated from nursing school; and

WHEREAS, the Dombrowskis' moved to LaGrange and soon became active volunteers of the Zoological society for the next thirty years; and

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WHEREAS, Caroline was a breast cancer survivor and a courageous mentor to others stricken with the disease; and

WHEREAS, all who knew her will attest that Caroline Vogt Dombrowski was a good and compassionate woman, respected by her many friends and neighbors, and dearly loved by her family and friends;

WHEREAS, a bench is soon to be dedicated in her honor at the Brookfield Zoo funded by donations from family, friends, and fellow volunteers; and

BE IT RESOLVED, by the Board of Commissioners of Cook County, that the Board offers its deepest condolences to the family of Caroline Vogt Dombrowski, and joins them in sorrow in this time of loss; and

BE IT FURTHER RESOLVED, that this text be spread upon the official proceedings of this Honorable Body, and a suitable copy of same be tendered to the family of Caroline Vogt Dombrowski, that her memory may be so honored and forever cherished.

Approved and adopted this 10th day of July 2012.

TONI PRECKWINKLE, President
Cook County Board of Commissioners

Attest: DAVID ORR, County Clerk

In accordance with Cook County Code Section 2-107(z)(1) Amendment or suspension of rules, Commissioner Tobolski, seconded by Commissioner Steele, moved to suspend Section 2-107(g)(1) Order of business. **The motion carried unanimously.**

Commissioner Tobolski, seconded by Commissioner Steele, moved that the Resolution be approved and adopted. **The motion carried unanimously.**

* * * * *

12-R-286 RESOLUTION

Sponsored by

THE HONORABLE JESUS G. GARCIA, COUNTY COMMISSIONER

HONORING THE 25TH ANNIVERSARY OF CENTRAL STATES SER

WHEREAS, in 2012, Central States SER will be celebrating their 25th anniversary; and

WHEREAS, Central States SER, a non-profit organization which helps people fully achieve their true potential has been serving the Chicagoland area since 1987; and

WHEREAS, Central States SER is headquartered in the Little Village community, with workforce development centers in both Cicero and the Garfield communities of Chicago, serving more than 25,000 Cook County residents yearly with 3 centers and afterschool programs in 5 Chicago public schools; and

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WHEREAS, Central States SER's mission is to empower people - youth, adults, and senior citizens to self-sufficiency through education, trainings and employment services, by helping people stay in school, attain their education, learn a skill or trade and obtain employment giving people the tools that they need to help themselves, their families and ultimately their communities; and

WHEREAS, Central States SER gives the community access to a variety of tools and classes including free computer classes, access to computer labs, bilingual case workers, after school programs, health care career track programs, career development for youth and adults, GED classes on wheels, and alternative career options; and

WHEREAS, Central States SER has partnered with schools, community agencies, government entities, banking institutions, chambers of commerce, hospitals, community colleges, local businesses to both provide employment and opportunities for people thus impacting the communities they serve by successfully placing 5,426 clients in full time permanent employment since 2006.

NOW, THEREFORE, BE IT RESOLVED, that the Cook County Board of Commissioners does hereby recognize and honor the 25th Anniversary of Central States SER.

BE IT FURTHER RESOLVED, that this text be spread upon the proceedings of this Honorable Body and that a suitable copy of this resolution be presented to Central States SER in honor of this auspicious occasion.

Approved and adopted this 10th day of July 2012.

TONI PRECKWINKLE, President
Cook County Board of Commissioners

Attest: DAVID ORR, County Clerk

In accordance with Cook County Code Section 2-107(z)(1) Amendment or suspension of rules, Commissioner Tobolski, seconded by Commissioner Steele, moved to suspend Section 2-107(g)(1) Order of business. **The motion carried unanimously.**

Commissioner Garcia, seconded by Commissioner Steele, moved that the Resolution be approved and adopted. **The motion carried unanimously.**

* * * * *

12-R-287 RESOLUTION

Sponsored by

THE HONORABLE LARRY SUFFREDIN, COOK COUNTY COMMISSIONER

Co-Sponsored by

**THE HONORABLE TONI PRECKWINKLE, PRESIDENT, WILLIAM M. BEAVERS,
JERRY BUTLER, EARLEAN COLLINS, JOHN P. DALEY, JOHN A. FRITCHEY,**

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**BRIDGET GAINER, JESUS G. GARCIA, ELIZABETH "LIZ" DOODY GORMAN,
GREGG GOSLIN, JOAN PATRICIA MURPHY, EDWIN REYES, TIMOTHY O. SCHNEIDER,
PETER N. SILVESTRI, DEBORAH SIMS, ROBERT B. STEELE AND
JEFFREY R. TOBOLSKI, COOK COUNTY COMMISSIONERS**

IN MEMORY OF LARRY STANLEY FISHER

WHEREAS, noted R&B singer Larry Stanley Fisher passed away; and

WHEREAS, Larry was born in Clarksdale Mississippi on November 30, 1950 to the union of Henry and Bertha Fisher both of whom proceeded him in death; and

WHEREAS, Larry was born the third child of three, his siblings include two brothers Henry Fisher and Johnny Fisher and one sister Shirley Gains; and

WHEREAS, at two years of age Larry and his family moved to Chicago Il to reside with his grandparents; and

WHEREAS, Larry later began to pursue his career in the entertainment business and traveled with some of the greatest R&B artists such as Tyrone Davis, Little Milton, Johnny Taylor and Denise LaSalle; and

WHEREAS, Larry was known in the entertainment business as "Larry Get Down Brown" and for performing Tyron Davis hits and the high energy moves of James Brown; and

WHEREAS, during his years of entertainment Larry met and united in Holy Matrimony with Frankie Mosley; and

WHEREAS, Larry soon after become a very active member of the Masonic; and

WHEREAS, Larry enjoyed spending quality time with his family, singing, dancing, playing cards and eating; and

WHEREAS, Larry was a very caring and helpful man he touch the hearts of so many people from all walks of life; and

WHEREAS, in April of 2006 the unthinkable happened Larry lost his grandson Willie Williams III to gun violence at the Ford City Movie Theatre in Chicago. Willie's parents donated five of his organs; and

WHEREAS, Willie Sr. then founded the Willie Williams Youth Foundation where Larry became an active and committed volunteer; and

WHEREAS, Larry became a member of Zion Rock Baptist Church under the leadership Pastor Ron Winston whom he loved and respected. He served as a Deacon and an active member of the choir until his health declined; and

WHEREAS, Larry being Larry very unselfishly donated a kidney to his son Willie Williams in July of 2011 according to Larry was "already in the making and God doesn't make mistakes;" and

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WHEREAS, Larry was such a faithful member of Zion Rock that he returned to church the Sunday immediately following surgery; and

WHEREAS, Larry leaves to cherish his memory his loving wife Frankie Fisher, his children Jacqueline (David), Vanessa, Kimberly, Marcus, Lester, Patricia, Linda whom proceeded him in death, Willie, and Alesia, 21 grandchildren, 9 great grandchildren. Five aunts, five uncles, four brothers-in-laws one sister-in-law a host of nieces, nephews, cousins and many, many friends.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of Cook County, on behalf of the 5.2 million residents of Cook County, does hereby offer its deepest condolences and most heartfelt sympathy to the family and friends of Larry Stanley Fisher and joins them in sorrow at this time of loss; and

BE IT FURTHER RESOLVED, that a suitable copy of this Resolution be spread upon the official proceedings of this Honorable Body and that an official copy of same be tendered to the family of Larry Stanley Fisher so that his memory may be so honored and ever cherished.

Approved and adopted this 10th day of July 2012.

TONI PRECKWINKLE, President
Cook County Board of Commissioners

Attest: DAVID ORR, County Clerk

Commissioner Tobolski, seconded by Commissioner Steele, moved that the Resolution be approved and adopted. **The motion carried unanimously.**

REPORT OF THE COMMITTEE ON ZONING AND BUILDING

July 10, 2012

The Honorable,
The Board of Commissioners of Cook County

ATTENDANCE

Present: Chairman Silvestri, Vice Chairman Murphy, Commissioners Beavers, Butler, Collins, Daley, Fritchey, Garcia, Gorman, Goslin, Schneider, Sims, Suffredin and Tobolski (14)

Absent: Commissioners Gainer, Reyes and Steele (3)

Ladies and Gentlemen:

Your Committee on Zoning and Building, having had under consideration the matters hereinafter mentioned, respectfully reports and recommends as follows:

SECTION 1

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Your Committee has considered the following numbered and described applications requesting a public hearing before the Cook County Zoning Board of Appeals on a request for a Special Use on certain properties described therein:

317200 DOCKET #8801 - ROBERT C. HORVATH, SR., TRUST UNDER TRUST #8002354572, dated February 26, 2010, Owner, 10980 Archer Avenue, Lemont, Illinois 60439, Application (No. SU-11-18; Z12017). Submitted by Michael Maksimovich, Attorney. Seeking a SPECIAL USE in the C-3 General Service District to operate a general contracting business, which includes concrete, carpentry, roofing, landscaping, snow plowing, masonry and sheet metal fabrication in Section 14 of Lemont Township. Property consists of approximately 0.82 of an acre located on the West side of Archer Bell Road, approximately 165 feet North of Chicago-Joliet Road, and commonly known as 10980 Archer Avenue in Lemont Township, County Board District #17. Intended use: To operate a general contracting business, which includes concrete, carpentry, roofing, landscaping, snow plowing, masonry and sheet metal fabrication. **Recommendation: That the application be granted.**

Conditions: None

Objectors: None

The Cook County Zoning Board of Appeals to whom said applications was referred, submitted a Communication setting forth its findings and recommendations following public hearings held thereon, and recommended that said application be granted subject to conditions as stated in the findings.

12-O-31

ORDINANCE

Sponsored by

THE HONORABLE TONI PRECKWINKLE

PRESIDENT OF THE COOK COUNTY BOARD OF COMMISSIONERS

**AN ORDINANCE GRANTING A SPECIAL USE
LOCATED IN LEMONT TOWNSHIP
AS AUTHORIZED BY THE COOK COUNTY ZONING ORDINANCE**

WHEREAS, the owner of certain property located in Lemont Township described in Section 1, herein, has petitioned the Cook County Board of Commissioners for a Special Use as requested, in the C-3 General Service Commercial District to allow for the operate a general contracting business which includes concrete, carpentry, roofing, landscaping, snow plowing, masonry and sheet metal fabrication in Section 29 of Lemont Township; and

WHEREAS, the said petition was received by the Zoning Board of Appeals of Cook County as **Docket # 8801** and a public hearing was held in regard to said request after due notice, all in accordance with the Cook County Zoning Ordinance and the Statutes of the State of Illinois; and

WHEREAS, the Zoning Board of Appeals entered detailed findings in accordance with the standards set

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forth in the Ordinance recommending that the Cook County Board of Commissioners grant said applications for a Special Use permit; and

WHEREAS, it is the determination that said request be granted in accordance with the recommendations of the Zoning Board of Appeals.

NOW, THEREFORE, BE IT ORDAINED, by the Board of Commissioners of Cook County, Illinois:

Section 1: That the following described property be granted a Special Use as requested, in the C-3 General Service Commercial District to allow for the operate a general contracting business which includes concrete, carpentry, roofing, landscaping, snow plowing, masonry and sheet metal fabrication in Section 29 of Lemont Township, and

LEGAL DESCRIPTION

The South 133.9 Feet of Lot 1 in the Resubdivision of the East 404.7 Feet of the Southwest 1/4 of the Southeast 1/4 and the Southeast 1/4 of the Southeast 1/4 (except lots 1, 2, 3, 4 and 5) of Crist Boe's Subdivision of Parts thereof in Section 14, T37N, Range 11, East of the Third Principal Meridian, in Cook County, IL.

Parcel located on the West side of Archer Bell Road, approximately 165 feet North of Chicago-Joliet Road, in Lemont Township.

Section 2: That the Special Use in the C-3 General Service Commercial District as mentioned in Section 1 of this Ordinance is hereby authorized.

Section 3: That this Ordinance under the provisions of Section 13.8.9 of the Cook County Zoning Ordinance be in full force and effect from and after its passage and approval, except that if said use is not established within one year as provided in Section 13.8.14 said Special Use for Unique Use shall be null and void. That said property be developed and constructed pursuant to the detailing set forth in the testimony and contained in the exhibits and Findings of the Cook County Zoning Board of Appeals hereby incorporated by reference into the Ordinance, as provided by law.

Approved and adopted this 10th day of July 2012.

TONI PRECKWINKLE, President
Cook County Board of Commissioners

Attest: DAVID ORR, County Clerk

Commissioner Gorman, seconded by Vice Chairman Murphy, moved the Approval of Communication No. 317200. The motion carried.

SECTION 2

Your Committee has considered the following item and upon the adoption of this report the recommendations is as follows:

318985 DOCKET #8829 – THOMAS FITZGERALD, Owner/Applicant, Application (No. Z12045; V-12-36): Variation to reduce the rear yard setback from minimum required 5 feet to 2.92 feet (existing); and reduce the front yard setback from minimum required 25 feet at 20% of

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depth to 21 feet; and to reduce the left interior side yard setback from minimum required 10 feet to 1 foot for a shed and covered porch in the R-5 Single Family Residence District. The subject property consists of approximately 0.29 of an acre, located on the South side of West 115th Place, approximately 74.50 feet East of Springfield Avenue in Section 23 of Worth Township, County Board District #6. **Recommendation: That the application be granted.**

Conditions: None

Objectors: None

Vice Chairman Murphy, seconded by Commissioner Garcia, moved the Approval of Communication No. 318985. The motion carried.

SECTION 3

Your Committee has considered the following items and upon the adoption of this report the recommendations are as follows:

318986 WING S. LEON, Owner, 2407 East Oakton Street, Arlington Heights, Illinois, Application (No. SU-12-10; Z12050). Submitted by Leon Management, Inc., 2407 East Oakton Street, Arlington, Heights, Illinois 60005. Seeking a SPECIAL USE, UNIQUE USE in the I-1 Restricted Industrial District to operate doctors, physician, dentist offices and clinics in Section 26 of Elk Grove Township. Property consists of 0.5 of an acre in Lot 1 in Higgins Industrial Park Unit 2 subdivision of part of the Northwest 1/4 of the Northeast 1/4 of Section 26, Township 41 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois, Elk Grove Township, County Board District #17. Intended use: To use as doctors, physicians, dentist offices and clinics.

Commissioner Goslin, seconded by Commissioner Schneider, referred the following New Application (Communication No. 318986) to the Zoning Board of Appeals. The motion carried.

318987 LITTLE CITY FOUNDATION AND LITTLE CITY FOR COMMUNITY DEVELOPMENT, Owner, 1760 West Algonquin Road, Palatine, Illinois 60067, Application (No. SU-12-12; Z12054). Submitted by same c/o John J. George and Richard Toth. Seeking a SPECIAL USE in the R-2 and R-1 Single Family Residence District for an expansion of an existing lawful special use (SU-67-14) to build up to 6 additional group homes on Little City Foundation's existing campus in Section 29 of Palatine Township. Property consists of 56 acres in Lot B in Little City Consolidation of Lots 1 to 35 and Lot A and vacated, Little City Drive in Little City, being a subdivision in the Southeast 1/4 of Section 29, Township 42 North, Range 10, East of the Third Principal Meridian, in Cook County, Illinois, County Board District #14. Intended use: Seeking an expansion of an existing lawful Special Use to build up to 6 additional group homes on Little City Foundation's existing campus.

Commissioner Goslin, seconded by Commissioner Schneider, referred the above New Application (Communication No. 318987) to the Zoning Board of Appeals. The motion carried.

Commissioner Daley voted "present" on the above item.

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318988 FOREST PRESERVE DISTRICT OF COOK COUNTY, Owner, 536 North Harlem Avenue, River Forest, Illinois 60305, Application (No. SU-12-11; Z12053). Submitted by Christine Slattery. Seeking a SPECIAL USE in the P-1 Public Land District to allow for the construction of a permanent boat house that includes boat rental facility with snack concession in Section 20 of Elk Grove Township. Property consists of 121 acres at 3000 Busse Woods in Arlington Heights, County Board District #15. Intended use: Permanent boat house for boat rental and snack concession.

Commissioner Goslin, seconded by Commissioner Schneider, referred the above New Application (Communication No. 318988) to the Zoning Board of Appeals. The motion carried.

Vice Chairman Murphy moved to adjourn. Seconded by Commissioner Tobolski, the motion carried and the meeting was adjourned.

Respectfully submitted,

COMMITTEE ON ZONING AND BUILDING

PETER N. SILVESTRI, Chairman

ATTEST: MATTHEW B. DeLEON, Secretary

Commissioner Silvestri, seconded by Commissioner Murphy, moved that the Report of the Committee on Zoning and Building be approved and adopted. **The motion carried unanimously.**

REPORT OF THE COMMITTEE ON FINANCE

July 10, 2012

The Honorable,
The Board of Commissioners of Cook County

ATTENDANCE

Present: President Preckwinkle and Chairman Daley, Vice Chairman Sims, Commissioners Butler, Beavers, Collins, Fritchey, Garcia, Gorman, Goslin, Murphy, Schneider, Silvestri, Steele, Suffredin and Tobolski (15)

Absent: Commissioners Gainer and Reyes (2)

Ladies and Gentlemen:

SECTION 1

Your Committee has considered the following court orders submitted by attorneys for payment of fees earned by said attorneys for defending indigent defendants.

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Your Committee, therefore, recommends that the County Comptroller and County Treasurer be, and by the adoption of this report, authorized and directed to issue checks to said attorneys in the amounts recommended.

APPELLATE CASES

318793 MICHAEL J. VITALE, Attorney, presented by the Clerk of the Appellate Court, Steven M. Ravid, submitting an Order of Court to pay the sum of \$2,929.00 attorney fees regarding People of the State of Illinois v. Andre S. Trial Court No(s). 07-JA-8 and 07-JA-10. Appellate Court No(s). 01-11-3427.

318906 THOMAS J. ESLER, Attorney, presented by the Clerk of the Appellate Court, Steven M. Ravid, submitting an Order of Court to pay the sum of \$2,480.00 attorney fees regarding People of the State of Illinois v. Rebecca P. Trial Court No(s). 10-JA-1034 and 10-JA-1035. Appellate Court No(s). 01-12-0414 and 01-12-0415.

318941 MICHAEL J. VITALE, Attorney, presented by the Clerk of the Appellate Court, Steven M. Ravid, submitting an Order of Court to pay the sum of \$2,568.75 attorney fees regarding In the Interest of Orlando S. Trial Court No(s). 07-JA-038. Appellate Court No(s). 01-12-0238.

318942 MICHAEL J. VITALE, Attorney, presented by the Clerk of the Appellate Court, Steven M. Ravid, submitting an Order of Court to pay the sum of \$2,776.75 attorney fees regarding People of the State of Illinois v. Shenina H. Trial Court No(s). 10-JA-00348. Appellate Court No(s). 01-12-0117.

APPELLATE CASES APPROVED FISCAL YEAR 2012 TO PRESENT: \$85,754.54

APPELLATE CASES TO BE APPROVED: \$10,754.50

CRIMINAL DIVISION

318752 KARLA FIAONI, Attorney, submitting an Order of Court for payment of \$2,341.80 attorney fees for court appointed legal representation of indigent respondent(s), Alfaheez Bakr. Case No(s). 11-CR-18927.

318844 LEN GOODMAN LAW OFFICE, LLC, presented by Leonard C. Goodman, Attorney, submitting an Order of Court for payment of \$5,000.00 investigator expenses for court appointed legal representation of indigent respondent(s), Christopher Raygoza. Case No(s). 97-CR-18939.

318845 LEN GOODMAN LAW OFFICE, LLC, presented by Leonard C. Goodman, Attorney, submitting an Order of Court for payment of \$10,000.00 attorney fees for court appointed legal representation of indigent respondent(s), Christopher Raygoza. Case No(s). 97-CR-18939.

318859 EUGENE O'MALLEY, Attorney, submitting an Order of Court for payment of \$1,402.50 attorney fees for court appointed legal representation of indigent respondent(s), Wesley Cheers. Case No(s). 12-CR-230603.

318905 SHELDON B. NAGELBERG, Attorney, submitting an Order of Court for payment of

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\$1,012.50 attorney fees for court appointed legal representation of indigent respondent(s), Alonzo Mosley. Case No(s). 10-CR-016.

318907 JOHN C. GREENLEES, Attorney, submitting an Order of Court for payment of \$9,100.00 attorney fees for court appointed legal representation of indigent respondent(s), Grayland Johnson. Case No(s). 88-CR-7047-01.

318943 INDEPENDENT FORENSICS, Lombard, Illinois, presented by Susana L. Ortiz, Attorney, submitting an Order of Court for payment of \$5,564.26 attorney fees for court appointed legal representation of indigent respondent(s), Roberta Cerda. Case No(s). 11-CR-10290.

318965 MONTE DAWSON, Greater Chicago Land Investigative Consultants, Matteson, Illinois, presented by Scott J. Frankel, Attorney, submitting an Order of Court for payment of \$2,115.00 investigator fees for court appointed legal representation of indigent respondent(s), Pierre Montanez. Case No(s). 02-CR-3113401.

CRIMINAL DIVISION CASES APPROVED FISCAL YEAR 2012 TO PRESENT:	\$973,745.87
CRIMINAL DIVISION CASES TO BE APPROVED:	\$36,536.06

DOMESTIC RELATIONS DIVISION CASES

318790 AMY E. RICHARDS, Attorney, submitting an Order of Court for payment of \$759.00 attorney fees for court appointed legal representation of indigent respondent(s), William Teinowitz. Case No(s). 98-D-202.

318927 AMY E. RICHARDS, Attorney, submitting an Order of Court for payment of \$774.00 attorney fees for court appointed legal representation of indigent respondent(s), Jan Klemens Bachleda-Blaszczak. Case No(s). 04-D-5098.

DOMESTIC RELATIONS DIVISION CASES APPROVED FISCAL YEAR 2012 TO PRESENT:	\$34,632.89
DOMESTIC RELATIONS DIVISION CASES TO BE APPROVED:	\$1,533.00

CHILD PROTECTION DIVISION

318670 RAYMOND A. MORRISSEY, Attorney, submitting an Order of Court for payment of \$1,625.00 attorney fees for court appointed legal representation of indigent respondent(s), Johnny Harris, Father, re: N. Harris, a minor. Case No(s). 11-JA-710.

318671 RAYMOND A. MORRISSEY, Attorney, submitting an Order of Court for payment of \$1,587.50 attorney fees for court appointed legal representation of indigent respondent(s), Tracy Torello, Mother, re: A. Greco, a minor. Case No(s). 10-JA-836.

318672 DONNA L. RYDER, Attorney, submitting an Order of Court for payment of \$190.00 attorney fees for court appointed legal representation of indigent respondent(s), Violet Dean, Mother, re: R. Dean, a minor. Case No(s). 96-JA-5530.

318673 DONNA L. RYDER, Attorney, submitting an Order of Court for payment of \$410.00 attorney fees for court appointed legal representation of indigent respondent(s), Frederick Davis, Father, re: D. Davis, a minor. Case No(s). 02-JA-794.

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318674 DONNA L. RYDER, Attorney, submitting an Order of Court for payment of \$1,025.00 attorney fees for court appointed legal representation of indigent respondent(s), Demetrius Stephens, Father, re: L. Lane, a minor. Case No(s). 10-JA-394.

318675 DONNA L. RYDER, Attorney, submitting an Order of Court for payment of \$295.75 attorney fees for court appointed legal representation of indigent respondent(s), Tenisha Offord, Mother, re: R. Blackman, a minor. Case No(s). 08-JA-654.

318676 ROBERT L. FRIEDMAN, Attorney, submitting an Order of Court for payment of \$852.70 attorney fees for court appointed legal representation of indigent respondent(s), Byron Williams, Father, re: J. Williams, a minor. Case No(s). 06-JA-00521.

318677 S. MICHAEL KOZUBEK, Attorney, submitting an Order of Court for payment of \$565.00 attorney fees for court appointed legal representation of indigent respondent(s), Tomeka Johnson, Mother, re: A. Bridges and M. Grant, minors. Case No(s). 08-JA-102 and 11-JA-305.

318678 S. MICHAEL KOZUBEK, Attorney, submitting an Order of Court for payment of \$1,145.50 attorney fees for court appointed legal representation of indigent respondent(s), Brandon Nelson, Father, re: the Murph and Nelson children, minors. Case No(s). 07-JA-1077, 07-JA-1078 and 07-JA-1080.

318679 DEAN C. MORASK, Attorney, submitting an Order of Court for payment of \$412.50 attorney fees for court appointed legal representation of indigent respondent(s), Lacy Ousley, Sr., Father, re: L. Ousley, a minor. Case No(s). 01-JA-2317.

318680 SHERRI WILLIAMS, Attorney and Guardian ad Litem, submitting an Order of Court for payment of \$625.00 attorney fees for court appointed legal representation of indigent respondent(s), T. Harris, a minor. Case No(s). 10-JA-00262.

318681 SHERRI WILLIAMS, Attorney and Guardian ad Litem, submitting an Order of Court for payment of \$475.00 attorney fees for court appointed legal representation of indigent respondent(s), J. Taylor, a minor. Case No(s). 10-JA-00603.

318682 STEPHEN JAFFE, Attorney and Guardian ad Litem, submitting an Order of Court for payment of \$612.50 attorney fees for court appointed legal representation of indigent respondent(s), T. Wolkow, a minor. Case No(s). 98-JA-1763.

318683 MARILYN L. BURNS, Attorney and Guardian ad Litem, submitting an Order of Court for payment of \$1,050.00 attorney fees for court appointed legal representation of indigent respondent(s), K. Cassell, a minor. Case No(s). 11-JA-00981.

318684 DEAN N. BASTOUNES, Attorney, submitting an Order of Court for payment of \$225.00 attorney fees for court appointed legal representation of indigent respondent(s), Michelle Steward, Mother, re: D. Bell and D. Brown, minors. Case No(s). 03-JA-01102 and 03-JA-01103.

318685 MARV RAIDBARD, Attorney, submitting an Order of Court for payment of \$237.50 attorney fees for court appointed legal representation of indigent respondent(s), Cesar Huerta, Father, re: the Huerta children, minors. Case No(s). 11-JA-272, 11-JA-273, 11-

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JA-274, 11-JA-276, 11-JA-277, 11-JA-278, 11-JA-279 and 11-JA-280.

318686 MARV RAIDBARD, Attorney, submitting an Order of Court for payment of \$1,150.00 attorney fees for court appointed legal representation of indigent respondent(s), Samuel Hinshelwood, Father, re: M. Landers, a minor. Case No(s). 11-JA-863.

318687 MARV RAIDBARD, Attorney and Guardian ad Litem, submitting an Order of Court for payment of \$425.00 attorney fees for court appointed legal representation of indigent respondent(s), M. Roman, a minor. Case No(s). 11-JA-300.

318688 MARV RAIDBARD, Attorney and Guardian ad Litem, submitting an Order of Court for payment of \$525.00 attorney fees for court appointed legal representation of indigent respondent(s), the Moore children, minors. Case No(s). 04-JA-1425 and 11-JA-177.

318689 MARV RAIDBARD, Attorney, submitting an Order of Court for payment of \$375.00 attorney fees for court appointed legal representation of indigent respondent(s), George Watts, Father, re: T. Watts, a minor. Case No(s). 04-JA-1112.

318690 MARV RAIDBARD, Attorney and Guardian ad Litem, submitting an Order of Court for payment of \$230.59 attorney fees for court appointed legal representation of indigent respondent(s), F. Dix, a minor. Case No(s). 06-JA-729.

318691 DEAN C. MORASK, Attorney, submitting an Order of Court for payment of \$1,550.00 attorney fees for court appointed legal representation of indigent respondent(s), Ayala Kauffman, Mother, re: the Kauffman children, minors. Case No(s). 02-JA-1861 and 02-JA-1862.

318692 BRIAN M. DANLOE, Attorney, submitting an Order of Court for payment of \$225.00 attorney fees for court appointed legal representation of indigent respondent(s), Paul Wilmer, Father, re: the Wilmer child, a minor. Case No(s). 09-JA-269.

318693 BRIAN M. DANLOE, Attorney and Guardian ad Litem, submitting an Order of Court for payment of \$643.75 attorney fees for court appointed legal representation of indigent respondent(s), J. Crosby, a minor. Case No(s). 03-JA-1131.

318694 RODNEY W. STEWART, Attorney and Guardian ad Litem, submitting an Order of Court for payment of \$775.00 attorney fees for court appointed legal representation of indigent respondent(s), S. Waterman, a minor. Case No(s). 01-JA-1846.

318695 S. MICHAEL KOZUBEK, Attorney and Guardian ad Litem, submitting an Order of Court for payment of \$415.00 attorney fees for court appointed legal representation of indigent respondent(s), S. Caldwell, a minor. Case No(s). 06-JA-237.

318696 S. MICHAEL KOZUBEK, Attorney, submitting an Order of Court for payment of \$380.00 attorney fees for court appointed legal representation of indigent respondent(s), Tiara Warren, Mother, re: the Johnson children, minors. Case No(s). 10-JA-572 and 10-JA-573.

318697 STUART JOSHUA HOLT, Attorney, submitting an Order of Court for payment of \$1,125.00 attorney fees for court appointed legal representation of indigent respondent(s), Curtis Jones, Sr., Father, re: the Jones children, minors. Case No(s). 10-JA-01100, 10-

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JA-01101 and 10-JA-01102.

318698 STUART JOSHUA HOLT, Attorney, submitting an Order of Court for payment of \$325.00 attorney fees for court appointed legal representation of indigent respondent(s), John Wright, Father, re: the Wright children, minors. Case No(s). 05-JA-00276, 05-JA-00277 and 05-JA-00278.

318699 STUART JOSHUA HOLT, Attorney, submitting an Order of Court for payment of \$1,187.50 attorney fees for court appointed legal representation of indigent respondent(s), William Hudson, Father, re: A. Hudson, a minor. Case No(s). 05-JA-1139.

318700 ILDIKO J. BODONI, Attorney, submitting an Order of Court for payment of \$662.50 attorney fees for court appointed legal representation of indigent respondent(s), Deonte Frazier, Father, re: D. Frazier, a minor. Case No(s). 10-JA-670.

318701 ILDIKO J. BODONI, Attorney, submitting an Order of Court for payment of \$763.75 attorney fees for court appointed legal representation of indigent respondent(s), Mack Goodman, Father, re: the Goodman and Kontarius children, minors. Case No(s). 09-JA-715, 09-JA-717 and 09-JA-718.

318702 PAUL S. KAYMAN, Attorney and Guardian ad Litem, submitting an Order of Court for payment of \$575.00 attorney fees for court appointed legal representation of indigent respondent(s), M. Jordan, a minor. Case No(s). 04-JA-00746.

318703 PAUL S. KAYMAN, Attorney, submitting an Order of Court for payment of \$450.00 attorney fees for court appointed legal representation of indigent respondent(s), Mark McGowan, Father, re: the Guy and McGowan children, minors. Case No(s). 05-JA-904, 05-JA-964, 07-JA-923 and 08-JA-531.

318704 BRIAN M. DANLOE, Attorney and Guardian ad Litem, submitting an Order of Court for payment of \$337.50 attorney fees for court appointed legal representation of indigent respondent(s), the Hopkins, Simmons and Watkins children, minors. Case No(s). 09-JA-529, 09-JA-530 and 09-JA-532.

318705 PAUL D. KATZ, Attorney and Guardian ad Litem, submitting an Order of Court for payment of \$756.25 attorney fees for court appointed legal representation of indigent respondent(s), the Houston children, minors. Case No(s). 08-JA-00044 and 09-JA-00553.

318707 RAYMOND A. MORRISSEY, Attorney, submitting an Order of Court for payment of \$2,237.50 attorney fees for court appointed legal representation of indigent respondent(s), April Thomas, Mother, re: the Medley and Thomas children, minors. Case No(s). 08-JA-70, 11-JA-914 and 11-JA-915.

318708 RAYMOND A. MORRISSEY, Attorney, submitting an Order of Court for payment of \$1,425.00 attorney fees for court appointed legal representation of indigent respondent(s), Cicely Sigmon, Mother, re: G. Butler, a minor. Case No(s). 11-JA-50.

318709 RAYMOND A. MORRISSEY, Attorney, submitting an Order of Court for payment of \$662.50 attorney fees for court appointed legal representation of indigent respondent(s), Jacques Collins, Father, re: the Collins children, minors. Case No(s). 09-JA-759, 09-JA-760 and 09-JA-761.

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318710 PATRICK K. SCHLEE, Attorney, submitting an Order of Court for payment of \$468.75 attorney fees for court appointed legal representation of indigent respondent(s), Walter McDonald, Father, re: the McDonald children, minors. Case No(s). 09-JA-49 and 09-JA-50.

318711 PATRICK K. SCHLEE, Attorney, submitting an Order of Court for payment of \$287.50 attorney fees for court appointed legal representation of indigent respondent(s), Lillian Gibson, Mother, re: the Coleman children, minors. Case No(s). 11-JA-00501 and 11-JA-00502.

318712 PETER N. RYAN, Attorney, submitting an Order of Court for payment of \$562.50 attorney fees for court appointed legal representation of indigent respondent(s), Sandra Hijuelos, Mother, re: J. Hijuelos, a minor. Case No(s). 06-JA-789.

318713 PETER N. RYAN, Attorney, submitting an Order of Court for payment of \$425.00 attorney fees for court appointed legal representation of indigent respondent(s), Brittany Dunbar, Mother, re: the Dunbar, Hilderbrand and Johnson children, minors. Case No(s). 09-JA-1136, 09-JA-1137 and 09-JA-1138.

318714 PETER N. RYAN, Attorney, submitting an Order of Court for payment of \$662.50 attorney fees for court appointed legal representation of indigent respondent(s), Robert Mieszala, Father, re: A. Mieszala, a minor. Case No(s). 99-JA-1355.

318715 PETER N. RYAN, Attorney, submitting an Order of Court for payment of \$775.00 attorney fees for court appointed legal representation of indigent respondent(s), Lucinda Crawford, Mother, re: A. Tyler, a minor. Case No(s). 08-JA-1103.

318716 MAUREEN T. MURPHY, Attorney and Guardian ad Litem, submitting an Order of Court for payment of \$1,500.00 attorney fees for court appointed legal representation of indigent respondent(s), Z. Thompson, a minor. Case No(s). 11-JA-867.

318717 MAUREEN T. MURPHY, Attorney, submitting an Order of Court for payment of \$862.50 attorney fees for court appointed legal representation of indigent respondent(s), Nathaniel Alexander, Father, re: P. Alexander, a minor. Case No(s). 10-JA-992.

318718 BRIAN M. DANLOE, Attorney, submitting an Order of Court for payment of \$325.00 attorney fees for court appointed legal representation of indigent respondent(s), Kim Iglesias, Guardian, re: the Hernandez child, a minor. Case No. 04-JA-1591.

318719 STEVEN SILETS, Attorney, submitting an Order of Court for payment of \$231.25 attorney fees for court appointed legal representation of indigent respondent(s), Eric Plunkett, Father, re: the Plunkett children, minors. Case No(s). 08-JA-406 and 08-JA-407.

318720 STEVEN SILETS, Attorney, submitting an Order of Court for payment of \$1,056.25 attorney fees for court appointed legal representation of indigent respondent(s), Breyuna Almore, Mother, re: M. Richardson, a minor. Case No(s). 11-JA-935.

318721 MELINDA MACGREGOR, Attorney, submitting an Order of Court for payment of \$387.50 attorney fees for court appointed legal representation of indigent respondent(s),

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Teodoro Suarez, Father, re: the Suarez children, minors. Case No(s). 06-JA-246, 06-JA-247 and 06-JA-248.

318722 RAYMOND A. MORRISSEY, Attorney, submitting an Order of Court for payment of \$575.00 attorney fees for court appointed legal representation of indigent respondent(s), Leonard Bakke, Father, re: B. Harper, a minor. Case No(s). 10-JA-964.

318723 LAW OFFICE OF ELLEN SIDNEY WEISZ, LTD., presented by Ellen Sidney Weisz, Attorney and Guardian ad Litem, submitting an Order of Court for payment of \$625.00 attorney fees for court appointed legal representation of indigent respondent(s), B. Smith, a minor. Case No(s). 06-JA-715.

318724 RODNEY W. STEWART, Attorney and Guardian ad Litem, submitting an Order of Court for payment of \$2,168.75 attorney fees for court appointed legal representation of indigent respondent(s), the Kossler and Stocklaufer children, minors. Case No(s). 11-JA-831, 11-JA-832, 11-JA-833 and 12-JA-389.

318725 RODNEY W. STEWART, Attorney and Guardian ad Litem, submitting an Order of Court for payment of \$1,087.50 attorney fees for court appointed legal representation of indigent respondent(s), the Fair and Johnson children, minors. Case No(s). 11-JA-951, 11-JA-952 and 11-JA-953.

318727 TIMOTHY F. MORAN, Attorney, submitting an Order of Court for payment of \$3,137.50 attorney fees for court appointed legal representation of indigent respondent(s), Rena Carlock, Mother, re: F. Mason, a minor. Case No(s). 07-JD-3292.

318728 ILDIKO J. BODONI, Attorney, submitting an Order of Court for payment of \$618.75 attorney fees for court appointed legal representation of indigent respondent(s), Rita Parker, Mother, re: H. Curry and D. Parker, minors. Case No(s). 07-JA-690 and 07-JA-691.

318729 MARIE J. TARASKA, Attorney, submitting an Order of Court for payment of \$382.50 attorney fees for court appointed legal representation of indigent respondent(s), Edward Butler, Father, re: C. King, a minor. Case No(s). 06-JA-0032.

318730 MARIE J. TARASKA, Attorney, submitting an Order of Court for payment of \$400.00 attorney fees for court appointed legal representation of indigent respondent(s), Raymond Scott, Father, re: J. Scott-Hendrix, a minor. Case No(s). 03-JA-736.

318731 LAW OFFICE OF KENT DEAN, LTD., presented by Kent Dean, Attorney, submitting an Order of Court for payment of \$450.00 attorney fees for court appointed legal representation of indigent respondent(s), Derek Patterson, Father, re: the Patterson children, minors. Case No(s). 10-JA-908 and 10-JA-909.

318732 LAW OFFICE OF KENT DEAN, LTD., presented by Kent Dean, Attorney and Guardian ad Litem, submitting an Order of Court for payment of \$487.50 attorney fees for court appointed legal representation of indigent respondent(s), L. Wilson, a minor. Case No(s). 08-JA-408.

318733 MARILYN L. BURNS, Attorney, submitting an Order of Court for payment of \$400.00 attorney fees for court appointed legal representation of indigent respondent(s), Curtis

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Edwards, Father, re: D. Mills-Edwards, a minor. Case No(s). 09-JA-294.

318734 MARILYN L. BURNS, Attorney, submitting an Order of Court for payment of \$700.00 attorney fees for court appointed legal representation of indigent respondent(s), Erikka Gage, Mother, re: J. Gage-Clinton, a minor. Case No(s). 10-JA-90.

318735 MARILYN L. BURNS, Attorney, submitting an Order of Court for payment of \$650.00 attorney fees for court appointed legal representation of indigent respondent(s), Doris Johnson, Mother, re: C. Bills, a minor. Case No(s). 06-JA-687.

318738 GREGORY M. BALDWIN, Attorney, submitting an Order of Court for payment of \$725.00 attorney fees for court appointed legal representation of indigent respondent(s), Joanne Foster, Mother, re: J. Foster, a minor. Case No(s). 11-JA-0889.

318739 MAUREEN T. MURPHY, Attorney and Guardian ad Litem, submitting an Order of Court for payment of \$762.50 attorney fees for court appointed legal representation of indigent respondent(s), J. Tolbert, a minor. Case No(s). 08-JA-282.

318740 ELEESHA MADELINE O'NEILL, Attorney, submitting an Order of Court for payment of \$687.50 attorney fees for court appointed legal representation of indigent respondent(s), Reginald Bond, Father, re: E. Hall, a minor. Case No(s). 11-JA-0184.

318741 TERENCE R. WHITNEY, Attorney, submitting an Order of Court for payment of \$1,418.75 attorney fees for court appointed legal representation of indigent respondent(s), Tara Harley, Mother, re: J. Harley, a minor. Case No(s). 10-JA-712.

318742 TERENCE R. WHITNEY, Attorney, submitting an Order of Court for payment of \$493.75 attorney fees for court appointed legal representation of indigent respondent(s), Chantara Rodgers, Mother, re: the Rodgers children, minors. Case No(s). 10-JA-714 and 10-JA-715.

318743 TERENCE R. WHITNEY, Attorney, submitting an Order of Court for payment of \$629.75 attorney fees for court appointed legal representation of indigent respondent(s), Emerald Tigner, Mother, re: D. Tigner, a minor. Case No(s). 10-JA-948.

318744 TERENCE R. WHITNEY, Attorney, submitting an Order of Court for payment of \$175.00 attorney fees for court appointed legal representation of indigent respondent(s), Joe McGrath, Father, re: the McGrath children, minors. Case No(s). 10-JA-636 and 10-JA-637.

318745 TERENCE R. WHITNEY, Attorney, submitting an Order of Court for payment of \$568.75 attorney fees for court appointed legal representation of indigent respondent(s), Shaheed Johnson, Father, re: J. Booker, a minor. Case No(s). 10-JA-0162.

318746 TERENCE R. WHITNEY, Attorney, submitting an Order of Court for payment of \$525.00 attorney fees for court appointed legal representation of indigent respondent(s), Jose Brisuela, Father, re: D. Brisuela, a minor. Case No(s). 10-JA-00534.

318747 TERENCE R. WHITNEY, Attorney, submitting an Order of Court for payment of \$343.75 attorney fees for court appointed legal representation of indigent respondent(s), Reginaldo Hernandez, Father, re: E. Hernandez, a minor. Case No(s). 10-JA-983.

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318748 TERENCE R. WHITNEY, Attorney, submitting an Order of Court for payment of \$406.25 attorney fees for court appointed legal representation of indigent respondent(s), Howard Logsdon, Father, re: the Logsdon children, minors. Case No(s). 10-JA-936 and 10-JA-965.

318749 TERENCE R. WHITNEY, Attorney and Guardian ad Litem, submitting an Order of Court for payment of \$425.00 attorney fees for court appointed legal representation of indigent respondent(s), B. Carter, a minor. Case No(s). 09-JA-115.

318750 TERENCE R. WHITNEY, Attorney and Guardian ad Litem, submitting an Order of Court for payment of \$406.25 attorney fees for court appointed legal representation of indigent respondent(s), J. Lovsey, a minor. Case No(s). 11-JA-0073.

318751 TERENCE R. WHITNEY, Attorney and Guardian ad Litem, submitting an Order of Court for payment of \$668.75 attorney fees for court appointed legal representation of indigent respondent(s), K. Young, a minor. Case No(s). 09-JA-00325.

318753 GILBERT C. SCHUMM, Attorney, submitting an Order of Court for payment of \$1,043.75 attorney fees for court appointed legal representation of indigent respondent(s), Royrel Gatson, Father, re: R. Gatson, a minor. Case No(s). 10-JA-175.

318754 GILBERT C. SCHUMM, Attorney, submitting an Order of Court for payment of \$625.00 attorney fees for court appointed legal representation of indigent respondent(s), Andre Boyd, Father, re: the Boyd children, minors. Case No(s). 08-JA-210 and 08-JA-211.

318755 GILBERT C. SCHUMM, Attorney, submitting an Order of Court for payment of \$690.00 attorney fees for court appointed legal representation of indigent respondent(s), Augostino Moreno, Father, re: the Moreno children, minors. Case No(s). 06-JA-820, 06-JA-821 and 06-JA-822.

318756 GILBERT C. SCHUMM, Attorney, submitting an Order of Court for payment of \$362.50 attorney fees for court appointed legal representation of indigent respondent(s), John Winn, Jr., Father, re: J. Winn, a minor. Case No(s). 10-JA-828.

318757 PAUL S. KAYMAN, Attorney, submitting an Order of Court for payment of \$650.00 attorney fees for court appointed legal representation of indigent respondent(s), Charles Chrapla, Father, re: the Korte children, minors. Case No(s). 05-JA-01289 and 05-JA-01291.

318758 BRIAN M. COLLINS, Attorney, submitting an Order of Court for payment of \$410.00 attorney fees for court appointed legal representation of indigent respondent(s), Alfredo Garcia, Sr., Father, re: A. Garcia, a minor. Case No(s). 11-JA-481.

318759 BRIAN M. COLLINS, Attorney, submitting an Order of Court for payment of \$550.00 attorney fees for court appointed legal representation of indigent respondent(s), Willie Williams, Father, re: the Lee and Williams children, minors. Case No(s). 08-JA-275, 08-JA-276, 08-JA-277 and 09-JA-114.

318760 BRIAN M. COLLINS, Attorney, submitting an Order of Court for payment of \$118.75 attorney fees for court appointed legal representation of indigent respondent(s), Oliver

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Poindexter, Father, re: O. Poindexter, a minor. Case No(s). 09-JA-187.

318761 DEAN C. MORASK, Attorney, submitting an Order of Court for payment of \$750.00 attorney fees for court appointed legal representation of indigent respondent(s), Angela Banks, Mother, re: the Gaines and Strickland children, minors. Case No(s). 10-JA-253 and 10-JA-254.

318762 ADAM J. JAFFE, Attorney and Guardian ad Litem, submitting an Order of Court for payment of \$671.67 attorney fees for court appointed legal representation of indigent respondent(s), M. Humphrey, a minor. Case No(s). 07-JA-847.

318763 ADAM J. JAFFE, Attorney, submitting an Order of Court for payment of \$1,622.50 attorney fees for court appointed legal representation of indigent respondent(s), Dewayne Johnson, Father, re: the Johnson children, minors. Case No(s). 11-JA-392 and 11-JA-393.

318764 STEPHEN JAFFE, Attorney, submitting an Order of Court for payment of \$387.50 attorney fees for court appointed legal representation of indigent respondent(s), Thomas Adams, Father, re: A. Nunlly, a minor. Case No(s). 08-JA-290.

318765 ADAM J. JAFFE, Attorney, submitting an Order of Court for payment of \$1,179.18 attorney fees for court appointed legal representation of indigent respondent(s), David Rice, Father, re: the Dennis and Rice children, minors. Case No(s). 09-JA-709, 09-JA-710 and 10-JA-171.

318766 STEPHEN JAFFE, Attorney, submitting an Order of Court for payment of \$268.75 attorney fees for court appointed legal representation of indigent respondent(s), Robert Murphy, Father, re: H. Hahn, a minor. Case No(s). 10-JA-1008.

318767 SHERRI WILLIAMS, Attorney, submitting an Order of Court for payment of \$500.00 attorney fees for court appointed legal representation of indigent respondent(s), Lawrence Scott, Father, re: A. Scott, a minor. Case No(s). 06-JA-00570.

318768 SHERRI WILLIAMS, Attorney, submitting an Order of Court for payment of \$500.00 attorney fees for court appointed legal representation of indigent respondent(s), Steven Pozniak, Father, re: J. Pozniak, a minor. Case No(s). 10-JA-1077.

318769 SHERRI WILLIAMS, Attorney and Guardian ad Litem, submitting an Order of Court for payment of \$412.50 attorney fees for court appointed legal representation of indigent respondent(s), S. Pierce, a minor. Case No(s). 10-JA-00761.

318770 PAUL D. KATZ, Attorney, submitting an Order of Court for payment of \$1,693.75 attorney fees for court appointed legal representation of indigent respondent(s), Cardell Benson, Jr., Father, re: G. Brown, a minor. Case No(s). 11-JA-00729.

318775 FRANCINE N. GREEN-KELNER, Attorney, submitting an Order of Court for payment of \$732.18 attorney fees for court appointed legal representation of indigent respondent(s), Elonora Williams, Mother, re: the Mills children, minors. Case No(s). 10-JA-001032 and 10-JA-001033.

318776 STEVEN SILETS, Attorney, submitting an Order of Court for payment of \$137.50

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attorney fees for court appointed legal representation of indigent respondent(s), Alzonia Magruder, Mother, re: the Magruder and Starnes children, minors. Case No(s). 01-JA-1045 and 01-JA-1046.

318777 HORACE M. EALY, Attorney, submitting an Order of Court for payment of \$612.50 attorney fees for court appointed legal representation of indigent respondent(s), Derrius Enoch and John Nash, Fathers, re: the Enoch and Nash children, minors. Case No(s). 07-JA-00971, 07-JA-00972, 07-JA-00973, 07-JA-00974, 07-JA-00975, 07-JA-00976 and 07-JA-00977.

318778 HORACE M. EALY, Attorney and Guardian ad Litem, submitting an Order of Court for payment of \$362.50 attorney fees for court appointed legal representation of indigent respondent(s), J. Duncan, a minor. Case No(s). 04-JA-00567.

318779 MARILYN L. BURNS, Attorney, submitting an Order of Court for payment of \$300.00 attorney fees for court appointed legal representation of indigent respondent(s), Jake Bronge, Father, re: L. Bronge, a minor. Case No(s). 00-JA-1151.

318780 MARILYN L. BURNS, Attorney and Guardian ad Litem, submitting an Order of Court for payment of \$362.50 attorney fees for court appointed legal representation of indigent respondent(s), T. Jones, a minor. Case No(s). 06-JA-00861.

318781 MARILYN L. BURNS, Attorney, submitting an Order of Court for payment of \$137.50 attorney fees for court appointed legal representation of indigent respondent(s), Jason Wells, Sr., Father, re: J. Wells, a minor. Case No(s). 94-JA-05203.

318782 MARILYN L. BURNS, Attorney, submitting an Order of Court for payment of \$312.50 attorney fees for court appointed legal representation of indigent respondent(s), Blake Neal, Father, re: B. Smith, a minor. Case No(s). 10-JA-941.

318783 ROBERT L. FRIEDMAN, Attorney and Guardian ad Litem, submitting an Order of Court for payment of \$1,106.25 attorney fees for court appointed legal representation of indigent respondent(s), O. Beckom, a minor. Case No(s). 11-JA-844.

318788 DONNA JEAN RAMEY, Attorney and Guardian ad Litem, submitting an Order of Court for payment of \$1,960.50 attorney fees for court appointed legal representation of indigent respondent(s), the Albright children, minors. Case No(s). 02-JA-1412, 02-JA-1413 and 02-JA-1415.

318789 SHERRI WILLIAMS, Attorney and Guardian ad Litem, submitting an Order of Court for payment of \$843.75 attorney fees for court appointed legal representation of indigent respondent(s), K. Wright, a minor. Case No(s). 10-JA-00596.

318791 CHRISTINE S. MARSHALL, Attorney, submitting an Order of Court for payment of \$190.00 attorney fees for court appointed legal representation of indigent respondent(s), Carmello Munoz, Father, re: the Munoz children, minors. Case No(s). 08-JA-321 and 08-JA-322.

318792 BRUCE H. BORNSTEIN, Attorney, submitting an Order of Court for payment of \$1,112.50 attorney fees for court appointed legal representation of indigent respondent(s), Gary Petty, Father, re: F. Petty, a minor. Case No(s). 10-JA-437.

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318794 MICHAEL J. VITALE, Attorney, submitting an Order of Court for payment of \$587.50 attorney fees for court appointed legal representation of indigent respondent(s), John Ciesla, Father, re: S. Schieber, a minor. Case No(s). 11-JA-00618.

318795 MICHAEL J. VITALE, Attorney, submitting an Order of Court for payment of \$425.00 attorney fees for court appointed legal representation of indigent respondent(s), Eliseo Gutierrez, Father, re: C. Gutierrez, a minor. Case No(s). 05-JA-1040.

318796 LAW OFFICE OF KENT DEAN, LTD., presented by Kent Dean, Attorney, submitting an Order of Court for payment of \$812.50 attorney fees for court appointed legal representation of indigent respondent(s), Michele McKay, Mother, re: T. McKay, a minor. Case No(s). 12-JA-223.

318797 RICHARD S. GUTOF, Attorney, submitting an Order of Court for payment of \$312.50 attorney fees for court appointed legal representation of indigent respondent(s), Jermaine May, Father, re: the May children, minors. Case No(s). 06-JA-241 and 06-JA-243.

318798 CHRISTINE S. MARSHALL, Attorney, submitting an Order of Court for payment of \$625.00 attorney fees for court appointed legal representation of indigent respondent(s), Dana Bruzzese, Mother, re: J. Fields, a minor. Case No(s). 09-JA-795.

318799 CHRISTINE S. MARSHALL, Attorney, submitting an Order of Court for payment of \$572.50 attorney fees for court appointed legal representation of indigent respondent(s), Charletta Lawson, Mother, re: C. Lawson, a minor. Case No(s). 10-JA-287.

318800 BRUCE H. BORNSTEIN, Attorney, submitting an Order of Court for payment of \$850.00 attorney fees for court appointed legal representation of indigent respondent(s), Noe Dominguez Hernandez, Father, re: Y. Bautista and Y. Dominguez, minors. Case No(s). 10-JA-639 and 10-JA-641.

318801 BRUCE H. BORNSTEIN, Attorney and Guardian ad Litem, submitting an Order of Court for payment of \$1,359.96 attorney fees for court appointed legal representation of indigent respondent(s), S. Bond, a minor. Case No(s). 98-JA-3944.

318802 BRUCE H. BORNSTEIN, Attorney, submitting an Order of Court for payment of \$825.00 attorney fees for court appointed legal representation of indigent respondent(s), Daniel Soto, Sr., Father, re: D. Soto, a minor. Case No(s). 10-JA-322.

318803 BRIAN M. DANLOE, Attorney, submitting an Order of Court for payment of \$1,068.75 attorney fees for court appointed legal representation of indigent respondent(s), Kierra Johnson, Mother, re: the Johnson child, a minor. Case No(s). 12-JA-05.

318804 BRIAN M. COLLINS, Attorney, submitting an Order of Court for payment of \$490.00 attorney fees for court appointed legal representation of indigent respondent(s), John Kellis, Father, re: the Kellis children, minors. Case No(s). 07-JA-00242, 07-JA-00243 and 07-JA-00244.

318805 BRIAN M. COLLINS, Attorney, submitting an Order of Court for payment of \$1,365.00 attorney fees for court appointed legal representation of indigent respondent(s), Karen Ilesami, Mother, re: N. Johnson, a minor. Case No(s). 12-JA-00117.

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318806 BRIAN M. COLLINS, Attorney, submitting an Order of Court for payment of \$865.00 attorney fees for court appointed legal representation of indigent respondent(s), Carlos Flores, Father, re: the Flores children, minors. Case No(s). 09-JA-1092 and 09-JA-1093.

318807 MARIE J. TARASKA, Attorney, submitting an Order of Court for payment of \$920.00 attorney fees for court appointed legal representation of indigent respondent(s), Stella Neal, Mother, re: M. Neal, a minor. Case No(s). 11-JA-496.

318808 MARIE J. TARASKA, Attorney, submitting an Order of Court for payment of \$312.50 attorney fees for court appointed legal representation of indigent respondent(s), Brandy Pitts, Mother, re: the Sims and Tyler children, minors. Case No(s). 07-JA-510, 07-JA-511 and 07-JA-512.

318809 MARIE J. TARASKA, Attorney and Guardian ad Litem, submitting an Order of Court for payment of \$517.50 attorney fees for court appointed legal representation of indigent respondent(s), D. Howard, a minor. Case No(s). 08-JA-120.

318810 MARIE J. TARASKA, Attorney and Guardian ad Litem, submitting an Order of Court for payment of \$1,305.00 attorney fees for court appointed legal representation of indigent respondent(s), the Wilmot children, minors. Case No(s). 09-JA-450 and 09-JA-451.

318812 BRUCE H. BORNSTEIN, Attorney, submitting an Order of Court for payment of \$3,675.00 attorney fees for court appointed legal representation of indigent respondent(s), the Larkins children, minors. Case No(s). 09-JA-311, 09-JA-313, 09-JA-314 and 09-JA-0440.

318813 ELIZABETH BUTLER, Attorney, submitting an Order of Court for payment of \$487.50 attorney fees for court appointed legal representation of indigent respondent(s), Robert Whitehead, Father, re: A. Watson, a minor. Case No(s). 11-JA-75.

318814 ELIZABETH BUTLER, Attorney, submitting an Order of Court for payment of \$450.00 attorney fees for court appointed legal representation of indigent respondent(s), Shawnquanice Kimbrough, Mother, re: the Kimbrough and Siler children, minors. Case No(s). 10-JA-726, 10-JA-727 and 11-JA-692.

318815 PAUL D. KATZ, Attorney, submitting an Order of Court for payment of \$1,350.00 attorney fees for court appointed legal representation of indigent respondent(s), Robert Lipscomb, Father, re: R. Bailey, a minor. Case No(s). 11-JA-00682.

318816 PAUL D. KATZ, Attorney and Guardian ad Litem, submitting an Order of Court for payment of \$987.50 attorney fees for court appointed legal representation of indigent respondent(s), the Sledge children, minors. Case No(s). 05-JA-00069, 05-JA-00071 and 06-JA-00015.

318817 PAUL D. KATZ, Attorney and Guardian ad Litem, submitting an Order of Court for payment of \$887.50 attorney fees for court appointed legal representation of indigent respondent(s), S. Joplin, a minor. Case No(s). 05-JA-00728.

318818 PAUL S. KAYMAN, Attorney, submitting an Order of Court for payment of \$512.50

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attorney fees for court appointed legal representation of indigent respondent(s), Christopher Oliva, Father, re: J. Oliva, a minor. Case No(s). 10-JA-00075.

318819 PAUL S. KAYMAN, Attorney and Guardian ad Litem, submitting an Order of Court for payment of \$950.00 attorney fees for court appointed legal representation of indigent respondent(s), A. Hudson, a minor. Case No(s). 05-JA-01139.

318820 PAUL S. KAYMAN, Attorney, submitting an Order of Court for payment of \$575.00 attorney fees for court appointed legal representation of indigent respondent(s), Iris Arevalo, Mother, re: the Peralta children, minors. Case No(s). 10-JA-00763 and 10-JA-00764.

318821 PAUL S. KAYMAN, Attorney, submitting an Order of Court for payment of \$675.00 attorney fees for court appointed legal representation of indigent respondent(s), Robert and Roena Davis, Parents, re: the Davis children, minors. Case No(s). 02-JA-00251 and 05-JA-00630.

318822 MARV RAIDBARD, Attorney and Guardian ad Litem, submitting an Order of Court for payment of \$681.25 attorney fees for court appointed legal representation of indigent respondent(s), the Hunt and Stevens children, minors. Case No(s). 05-JA-696, 05-JA-697 and 09-JA-254.

318823 MARV RAIDBARD, Attorney, submitting an Order of Court for payment of \$300.00 attorney fees for court appointed legal representation of indigent respondent(s), Juan Rivera, Father, re: J. Rivera, a minor. Case No(s). 01-JA-1083.

318824 DOUGLAS J. RATHE, Attorney, submitting an Order of Court for payment of \$512.50 attorney fees for court appointed legal representation of indigent respondent(s), Erica Aviles, Mother, re: A. Aviles and A. Aviles Fowler, minors. Case No(s). 10-JA-233 and 10-JA-234.

318825 DOUGLAS J. RATHE, Attorney, submitting an Order of Court for payment of \$168.75 attorney fees for court appointed legal representation of indigent respondent(s), Jose Burgos, Father, re: the Burgos children, minors. Case No(s). 07-JA-00087 and 08-JA-00657.

318826 DOUGLAS J. RATHE, Attorney and Guardian ad Litem, submitting an Order of Court for payment of \$275.00 attorney fees for court appointed legal representation of indigent respondent(s), A. Rodgers, a minor. Case No(s). 11-JA-105.

318827 DOUGLAS J. RATHE, Attorney and Guardian ad Litem, submitting an Order of Court for payment of \$187.50 attorney fees for court appointed legal representation of indigent respondent(s), J. Martin, a minor. Case No(s). 09-JA-00010.

318828 ILDIKO J. BODONI, Attorney, submitting an Order of Court for payment of \$776.25 attorney fees for court appointed legal representation of indigent respondent(s), Fred Fauber, Father, re: C. Fauber, a minor. Case No(s). 11-JA-0190.

318829 ILDIKO J. BODONI, Attorney, submitting an Order of Court for payment of \$412.50 attorney fees for court appointed legal representation of indigent respondent(s), David Scott, Father, re: D. Anderson-Scott, a minor. Case No(s). 10-JA-511.

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318830 ILDIKO J. BODONI, Attorney and Guardian ad Litem, submitting an Order of Court for payment of \$688.00 attorney fees for court appointed legal representation of indigent respondent(s), the Bowers children, minors. Case No(s). 04-JA-966 and 04-JA-967.

318831 ILDIKO J. BODONI, Attorney, submitting an Order of Court for payment of \$700.00 attorney fees for court appointed legal representation of indigent respondent(s), Juan Garcia, Father, re: the Garcia children, minors. Case No(s). 04-JA-1031 and 04-JA-1032.

318832 ILDIKO J. BODONI, Attorney, submitting an Order of Court for payment of \$275.00 attorney fees for court appointed legal representation of indigent respondent(s), Frederick Barker, Father, re: A. Amos, a minor. Case No(s). 05-JA-0567.

318833 ILDIKO J. BODONI, Attorney, submitting an Order of Court for payment of \$1,275.00 attorney fees for court appointed legal representation of indigent respondent(s), Perla Pedro, Mother, re: A. Alvarado and C. Varillas, minors. Case No(s). 11-JA-970 and 11-JA-971.

318834 ILDIKO J. BODONI, Attorney, submitting an Order of Court for payment of \$670.00 attorney fees for court appointed legal representation of indigent respondent(s), Vincent Johnson, Father, re: T. Johnson, a minor. Case No(s). 10-JA-318.

318835 ILDIKO J. BODONI, Attorney and Guardian ad Litem, submitting an Order of Court for payment of \$1,545.00 attorney fees for court appointed legal representation of indigent respondent(s), X. Capiral, a minor. Case No(s). 11-JA-972.

318836 ILDIKO J. BODONI, Attorney, submitting an Order of Court for payment of \$2,083.25 attorney fees for court appointed legal representation of indigent respondent(s), Jeffrey Peterson, Father, re: L. Peterson, a minor. Case No(s). 09-JA-670.

318837 ILDIKO J. BODONI, Attorney, submitting an Order of Court for payment of \$1,396.25 attorney fees for court appointed legal representation of indigent respondent(s), Maria Mendiola, Mother, re: Y. Craft-Ordonez, a minor. Case No(s). 07-JA-726.

318838 DEAN N. BASTOUNES, Attorney and Guardian ad Litem, submitting an Order of Court for payment of \$381.25 attorney fees for court appointed legal representation of indigent respondent(s), M. Reymond, a minor. Case No(s). 99-JA-02689.

318839 DEAN N. BASTOUNES, Attorney, submitting an Order of Court for payment of \$306.25 attorney fees for court appointed legal representation of indigent respondent(s), Patricio Flores, Father, re: P. Flores, a minor. Case No(s). 06-JA-00691.

318840 DEAN N. BASTOUNES, Attorney, submitting an Order of Court for payment of \$275.00 attorney fees for court appointed legal representation of indigent respondent(s), Byron Williams, Father, re: the Williams children, minors. Case No(s). 06-JA-00521 and 12-JA-00192.

318841 PAUL S. KAYMAN, Attorney, submitting an Order of Court for payment of \$1,012.50 attorney fees for court appointed legal representation of indigent respondent(s), Linell Yerger, Father, re: M. Anderson, a minor. Case No(s). 08-JA-00069.

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318842 RICHARD S. GUTOF, Attorney, submitting an Order of Court for payment of \$250.00 attorney fees for court appointed legal representation of indigent respondent(s), Mary Stokes, Mother, re: S. Stokes, a minor. Case No(s). 07-JA-0988.

318843 MICHAEL D. STEVENS, LTD., presented by Michael D. Stevens, Attorney and Guardian ad Litem, submitting an Order of Court for payment of \$1,052.50 attorney fees for court appointed legal representation of indigent respondent(s), the Bloxton children, minors. Case No(s). 09-JA-465 and 09-JA-466.

318846 PAUL S. KAYMAN, Attorney, submitting an Order of Court for payment of \$712.50 attorney fees for court appointed legal representation of indigent respondent(s), Joseph Sardin, III, Father, re: M. Harris and J. Sardin, minors. Case No(s). 03-JA-00764 and 05-JA-01024.

318847 PAUL S. KAYMAN, Attorney and Guardian ad Litem, submitting an Order of Court for payment of \$562.50 attorney fees for court appointed legal representation of indigent respondent(s), J. Lowe, a minor. Case No(s). 09-JA-00799.

318848 GILBERT C. SCHUMM, Attorney, submitting an Order of Court for payment of \$275.00 attorney fees for court appointed legal representation of indigent respondent(s), Deangelo Bridges, Father, re: A. Bridges, a minor. Case No(s). 08-JA-00102.

318849 MICHAEL D. STEVENS, LTD, presented by Michael D. Stevens, Attorney and Guardian ad Litem, submitting an Order of Court for payment of \$1,715.00 attorney fees for court appointed legal representation of indigent respondent(s), M. Richardson, a minor. Case No(s). 11-JA-935.

318850 GREGORY M. BALDWIN, Attorney, submitting an Order of Court for payment of \$900.00 attorney fees for court appointed legal representation of indigent respondent(s), Floyd Brown, Father, re: A. Brown, a minor. Case No(s). 12-JA-0124.

318851 GREGORY M. BALDWIN, Attorney, submitting an Order of Court for payment of \$1,287.50 attorney fees for court appointed legal representation of indigent respondent(s), Deandry Murry, Sr., Father, re: the Murry children, minors. Case No(s). 09-JA-0163 and 09-JA-0164.

318852 RICHARD S. GUTOF, Attorney, submitting an Order of Court for payment of \$431.25 attorney fees for court appointed legal representation of indigent respondent(s), D. King, a minor. Case No(s). 04-JA-0921.

318853 ROBERT L. FRIEDMAN, Attorney, submitting an Order of Court for payment of \$725.00 attorney fees for court appointed legal representation of indigent respondent(s), Vernetta Collier, Mother, re: the Collier, Elam and Morris children, minors. Case No(s). 06-JA-462, 06-JA-464 and 10-JA-56.

318854 MAUREEN T. MURPHY, Attorney, submitting an Order of Court for payment of \$2,099.00 attorney fees for court appointed legal representation of indigent respondent(s), Larita Coleman, Mother, re: D. Owens, a minor. Case No. 12-JA-75.

318855 SHERRI WILLIAMS, Attorney, submitting an Order of Court for payment of \$2,187.50

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attorney fees for court appointed legal representation of indigent respondent(s), John Leech, Father, re: the Leech children, minors. Case No(s). 10-JA-930 and 10-JA-931.

318856 SHERRI WILLIAMS, Attorney, submitting an Order of Court for payment of \$293.75 attorney fees for court appointed legal representation of indigent respondent(s), Erick Martin, Father, re: M. Martin, a minor. Case No(s). 10-JA-00385.

318857 MARILYN L. BURNS, Attorney, submitting an Order of Court for payment of \$600.00 attorney fees for court appointed legal representation of indigent respondent(s), Christine Gonzalez, Mother, re: the Henderson children, minors. Case No(s). 02-JA-00503 and 02-JA-00504.

318858 BRIAN J. O'HARA, Attorney and Guardian ad Litem, submitting an Order of Court for payment of \$993.75 attorney fees for court appointed legal representation of indigent respondent(s), M. Bellamy, a minor. Case No(s). 11-JA-871.

318860 STEVEN SILETS, Attorney, submitting an Order of Court for payment of \$475.00 attorney fees for court appointed legal representation of indigent respondent(s), Veronica Guttierrez, Mother, re: the Lino children, minors. Case No(s). 09-JA-354, 09-JA-355 and 09-JA-356.

318861 PAUL D. KATZ, Attorney, submitting an Order of Court for payment of \$775.00 attorney fees for court appointed legal representation of indigent respondent(s), Lygia Cook, Mother, re: S. Harris, a minor. Case No(s). 10-JA-00473.

318863 STEPHEN JAFFE, Attorney, submitting an Order of Court for payment of \$837.50 attorney fees for court appointed legal representation of indigent respondent(s), Jennifer Bicking, Mother, re: A. Ocampo-Bicking, a minor. Case No(s). 11-JA-622.

318864 FRANCINE N. GREEN-KELNER, Attorney, submitting an Order of Court for payment of \$1,071.25 attorney fees for court appointed legal representation of indigent respondent(s), Nakiah Whitehead, Mother, re: H. Whitehead-Reynolds, a minor. Case No(s). 09-JA-00171.

318865 FRANCINE N. GREEN-KELNER, Attorney and Guardian ad Litem, submitting an Order of Court for payment of \$731.75 attorney fees for court appointed legal representation of indigent respondent(s), J. Ford, a minor. Case No(s). 05-JA-00806.

318866 GILBERT C. SCHUMM, Attorney and Guardian ad Litem, submitting an Order of Court for payment of \$250.00 attorney fees for court appointed legal representation of indigent respondent(s), re: J. Adams and J. Jones, minors. Case No(s). 08-JA-163 and 08-JA-1126.

318867 SHERRI WILLIAMS, Attorney, submitting an Order of Court for payment of \$812.50 attorney fees for court appointed legal representation of indigent respondent(s), Deneshia Jeffries, Mother, re: J. Jeffries and N. Secodesilva, minors. Case No(s). 10-JA-00702 and 11-JA-00231.

318868 SHERRI WILLIAMS, Attorney, submitting an Order of Court for payment of \$1,325.00 attorney fees for court appointed legal representation of indigent respondent(s), Shantille Swanagain, Mother, re: A. James, a minor. Case No(s). 12-JA-00081.

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318869 SHERRI WILLIAMS, Attorney, submitting an Order of Court for payment of \$175.00 attorney fees for court appointed legal representation of indigent respondent(s), Sherri Holliday, Mother, re: J. Iverson, a minor. Case No(s). 10-JA-00847.

318870 STEPHEN JAFFE, Attorney, submitting an Order of Court for payment of \$1,012.50 attorney fees for court appointed legal representation of indigent respondent(s), Alsayna Douglas, Mother, re: J. Douglas, a minor. Case No(s). 11-JA-913.

318871 STEPHEN JAFFE, Attorney, submitting an Order of Court for payment of \$487.50 attorney fees for court appointed legal representation of indigent respondent(s), Humberto Navar, Father, re: D. Quinones, a minor. Case No(s). 07-JA-410.

318872 STEVEN SILETS, Attorney, submitting an Order of Court for payment of \$1,768.75 attorney fees for court appointed legal representation of indigent respondent(s), Reginald Flemster and Eric Pratt, Fathers, re: the Flemister and Pratt children, minors. Case No(s). 08-JA-146, 08-JA-147 and 08-JA-148.

318873 MARV RAIDBARD, Attorney, submitting an Order of Court for payment of \$1,500.00 attorney fees for court appointed legal representation of indigent respondent(s), Tian Vivian Russell, Mother, re: the Russell children, minors. Case No(s). 05-JA-945, 09-JA-65 and 11-JA-310.

318874 MARV RAIDBARD, Attorney, submitting an Order of Court for payment of \$437.50 attorney fees for court appointed legal representation of indigent respondent(s), Morris Keener, Father, re: Z. Crosby, a minor. Case No(s). 10-JA-380.

318875 MARV RAIDBARD, Attorney, submitting an Order of Court for payment of \$325.00 attorney fees for court appointed legal representation of indigent respondent(s), Darnell Lanza, Father, re: the Lanza children, minors. Case No(s). 10-JA-1116.

318876 FRANCINE N. GREEN-KELNER, Attorney, submitting an Order of Court for payment of \$562.00 attorney fees for court appointed legal representation of indigent respondent(s), Vanessa Wright, Mother, re: the Wright children, minors. Case No(s). 09-JA-1120 and 09-JA-1121.

318877 FRANCINE N. GREEN-KELNER, Attorney, submitting an Order of Court for payment of \$1,374.25 attorney fees for court appointed legal representation of indigent respondent(s), Angelo Wakefield, Father, re: the Wakefield children, minors. Case No(s). 10-JA-00409 and 10-JA-01006.

318878 DEAN N. BASTOUNES, Attorney, submitting an Order of Court for payment of \$418.75 attorney fees for court appointed legal representation of indigent respondent(s), Lashonda Dickson, Mother, re: the Dickson children, minors. Case No(s). 12-JA-00197 and 12-JA-00198.

318879 DEAN N. BASTOUNES, Attorney and Guardian ad Litem, submitting an Order of Court for payment of \$768.75 attorney fees for court appointed legal representation of indigent respondent(s), Henry Turner, Father and Disabled Person, re: J. Turner, a minor. Case No(s). 01-JA-02177.

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318880 DEAN N. BASTOUNES, Attorney, submitting an Order of Court for payment of \$431.25 attorney fees for court appointed legal representation of indigent respondent(s), Perfecto Ortega, Father, re: E. Ortega, a minor. Case No(s). 08-JA-697.

318896 JOHN C. BENSON, Attorney, submitting an Order of Court for payment of \$332.50 attorney fees for court appointed legal representation of indigent respondent(s), Hector Arellano, Father, re: the Arellano and Villalobos children, minors. Case No(s). 11-JA-678, 11-JA-679 and 11-JA-680.

318897 JOHN C. BENSON, Attorney, submitting an Order of Court for payment of \$362.50 attorney fees for court appointed legal representation of indigent respondent(s), Donna Davis, Guardian, re: D. Hunt and T. Stephens, minors. Case No(s). 05-JA-00696 and 05-JA-00697.

318898 BRIAN M. DANLOE, Attorney, submitting an Order of Court for payment of \$425.00 attorney fees for court appointed legal representation of indigent respondent(s), Eugene Sample, Father, re: the Sample child, a minor. Case No(s). 11-JA-36.

318899 MARCIE CLAUS, Attorney, submitting an Order of Court for payment of \$618.75 attorney fees for court appointed legal representation of indigent respondent(s), Byron Wilson, Father, re: the Wilson children, minors. Case No(s). 10-JA-404 and 10-JA-405.

318900 STEVEN SILETS, Attorney, submitting an Order of Court for payment of \$1,325.00 attorney fees for court appointed legal representation of indigent respondent(s), Larry Basemore, Father, re: the Barker and Basemore children, minors. Case No(s). 06-JA-716, 06-JA-717, 06-JA-718, 07-JA-306 and 08-JA-765.

318901 STEVEN SILETS, Attorney, submitting an Order of Court for payment of \$1,012.50 attorney fees for court appointed legal representation of indigent respondent(s), Gregory Brown, Sr., Father, re: G. Brown, a minor. Case No(s). 10-JA-1069.

318908 MAUREEN T. MURPHY, Attorney, submitting an Order of Court for payment of \$1,137.50 attorney fees for court appointed legal representation of indigent respondent(s), Owen Golden, Father, re: M. Golden, a minor. Case No(s). 10-JA-00451.

318909 JAMES S. WILLIAMS, Attorney, submitting an Order of Court for payment of \$190.00 attorney fees for court appointed legal representation of indigent respondent(s), Antwon Williams, Father, re: A. Coleman, a minor. Case No(s). 09-JA-1021.

318910 JAMES S. WILLIAMS, Attorney, submitting an Order of Court for payment of \$155.00 attorney fees for court appointed legal representation of indigent respondent(s), Constance Slack, Mother, re: the Slack children, minors. Case No(s). 01-JA-2236 and 01-JA-2238.

318911 JAMES S. WILLIAMS, Attorney and Guardian ad Litem, submitting an Order of Court for payment of \$835.00 attorney fees for court appointed legal representation of indigent respondent(s), J. Fallon, a minor. Case No(s). 11-JA-898.

318912 JAMES S. WILLIAMS, Attorney and Guardian ad Litem, submitting an Order of Court for payment of \$302.50 attorney fees for court appointed legal representation of indigent respondent(s), W. Holt, a minor. Case No(s). 98-JA-4219.

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318913 THOMAS J. ESLER, Attorney and Guardian ad Litem, submitting an Order of Court for payment of \$875.00 attorney fees for court appointed legal representation of indigent respondent(s), K. Brenston, a minor. Case No(s). 01-JA-0784.

318914 THOMAS J. ESLER, Attorney, submitting an Order of Court for payment of \$860.00 attorney fees for court appointed legal representation of indigent respondent(s), Ronald Swope, Father, re: S. Swope, a minor. Case No(s). 11-JA-0961.

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318915 THOMAS J. ESLER, Attorney, submitting an Order of Court for payment of \$375.00 attorney fees for court appointed legal representation of indigent respondent(s), Inez Rivers, Mother, re: D. Duvall, a minor. Case No(s). 10-JA-0645.

318916 SHELDON B. NAGELBERG, Attorney, submitting an Order of Court for payment of \$463.75 attorney fees for court appointed legal representation of indigent respondent(s), Diana Benavides, Mother, re: E. Benavides and K. Harris, minors. Case No(s). 02-JA-1431 and 02-JA-1432.

318917 THOMAS J. ESLER, Attorney, submitting an Order of Court for payment of \$285.00 attorney fees for court appointed legal representation of indigent respondent(s), Deshunn Echoles, Mother, re: N. Echoles, a minor. Case No(s). 09-JA-00415.

318918 THOMAS J. ESLER, Attorney, submitting an Order of Court for payment of \$225.00 attorney fees for court appointed legal representation of indigent respondent(s), Kim Steele, Guardian, re: the Jones children, minors. Case No(s). 01-JA-01680 and 01-JA-01942.

318919 THOMAS J. ESLER, Attorney, submitting an Order of Court for payment of \$485.00 attorney fees for court appointed legal representation of indigent respondent(s), Samuel Burnett, Father, re: the Burnett children, minors. Case No(s). 08-JA-00482 and 08-JA-00483.

318920 PAUL S. KAYMAN, Attorney, submitting an Order of Court for payment of \$425.00 attorney fees for court appointed legal representation of indigent respondent(s), Brittni Smith, Mother, re: J. Lee, a minor. Case No(s). 09-JA-00149.

318921 THOMAS J. ESLER, Attorney and Guardian ad Litem, submitting an Order of Court for payment of \$530.00 attorney fees for court appointed legal representation of indigent respondent(s), K. Shields, a minor. Case No(s). 00-JA-01196.

318922 COLLEEN R. DALY, Attorney, submitting an Order of Court for payment of \$533.75 attorney fees for court appointed legal representation of indigent respondent(s), Gail Winfield-Harfield, Guardian, re: T. Bell, a minor. Case No(s). 11-JA-986.

318923 DEAN N. BASTOUNES, Attorney, submitting an Order of Court for payment of \$493.75 attorney fees for court appointed legal representation of indigent respondent(s), Kaiser Scott, Father, re: D. Scott, a minor. Case No(s). 11-JA-00771.

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318924 DEAN N. BASTOUNES, Attorney, submitting an Order of Court for payment of \$787.50 attorney fees for court appointed legal representation of indigent respondent(s), Sherron Givens, Father, re: N. McLennon, a minor. Case No(s). 07-JA-00198.

318925 DEAN N. BASTOUNES, Attorney, submitting an Order of Court for payment of \$306.25 attorney fees for court appointed legal representation of indigent respondent(s), Elrick Knox, Father, re: E. Knox, a minor. Case No(s). 07-JA-00808.

318926 FRANCINE N. GREEN-KELNER, Attorney, submitting an Order of Court for payment of \$1,075.75 attorney fees for court appointed legal representation of indigent respondent(s), Charday Wilkins, Mother, re: M. Seay, a minor. Case No(s). 09-JA-00066.

318928 ASHONTA C. RICE, Attorney and Guardian ad Litem, submitting an Order of Court for payment of \$512.50 attorney fees for court appointed legal representation of indigent respondent(s), Z. Garner, a minor. Case No(s). 11-JA-1029.

318929 ASHONTA C. RICE, Attorney, submitting an Order of Court for payment of \$434.00 attorney fees for court appointed legal representation of indigent respondent(s), Marc Ruffino, Father, re: A. Ruffino, a minor. Case No(s). 05-JA-206.

318930 ASHONTA C. RICE, Attorney, submitting an Order of Court for payment of \$600.00 attorney fees for court appointed legal representation of indigent respondent(s), Stacy Anderson, Mother, re: the Anderson and Wright children, minors. Case No(s). 11-JA-33, 11-JA-34 and 11-JA-35.

318931 MICHAEL G. CAWLEY, Attorney, submitting an Order of Court for payment of \$537.50 attorney fees for court appointed legal representation of indigent respondent(s), Janetra Christian, Mother, re: the Christian and Latham children, minors. Case No(s). 06-JA-491, 06-JA-492 and 06-JA-493.

318932 MICHAEL G. CAWLEY, Attorney, submitting an Order of Court for payment of \$600.00 attorney fees for court appointed legal representation of indigent respondent(s), Reginald Porter, Father, re: the Porter children, minors. Case No(s). 09-JA-436 and 11-JA-353.

318933 MICHAEL G. CAWLEY, Attorney, submitting an Order of Court for payment of \$550.00 attorney fees for court appointed legal representation of indigent respondent(s), Jan Stanislawczyk, Father, re: the Stanislawczyk children, minors. Case No(s). 10-JA-1088 and 10-JA-1089.

318934 MICHAEL G. CAWLEY, Attorney, submitting an Order of Court for payment of \$462.50 attorney fees for court appointed legal representation of indigent respondent(s), Candace Hunt, Mother, re: D. Hunt and T. Stevens, minors. Case No(s). 05-JA-696 and 05-JA-697.

318935 MICHAEL G. CAWLEY, Attorney, submitting an Order of Court for payment of \$275.00 attorney fees for court appointed legal representation of indigent respondent(s), Moses Stamps, Father, re: the Robinson children, minors. Case No(s). 07-JA-580 and 07-JA-581.

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318936 STEPHEN JAFFE, Attorney and Guardian ad Litem, submitting an Order of Court for payment of \$918.75 attorney fees for court appointed legal representation of indigent respondent(s), A. Suren, a minor. Case No(s). 09-JA-713.

318937 CHRISTINE S. MARSHALL, Attorney, submitting an Order of Court for payment of \$657.50 attorney fees for court appointed legal representation of indigent respondent(s), Timmy Payne, Father, re: the Silas children, minors. Case No(s). 10-JA-467, 10-JA-468 and 11-JA-497.

318938 STEVEN O. ROSS, Attorney, submitting an Order of Court for payment of \$977.50 attorney fees for court appointed legal representation of indigent respondent(s), Sergio Sanchez, Father, re: the Kamber and Sanchez children, minors. Case No(s). 10-JA-486, 10-JA-487, 10-JA-488, 10-JA-489, 10-JA-490 and 10-JA-491.

318939 RICHARD S. GUTOF, Attorney, submitting an Order of Court for payment of \$425.00 attorney fees for court appointed legal representation of indigent respondent(s), Christopher Gardner, Father, re: K. Gardner, a minor. Case No(s). 09-JA-000970.

318940 CHRISTINE S. MARSHALL, Attorney and Guardian ad Litem, submitting an Order of Court for payment of \$370.00 attorney fees for court appointed legal representation of indigent respondent(s), S. Hunter, a minor. Case No(s). 09-JA-868.

318944 ROBERT L. FRIEDMAN, Attorney, submitting an Order of Court for payment of \$409.60 attorney fees for court appointed legal representation of indigent respondent(s), Loretta McQueen, Mother, re: J. Middleton, a minor. Case No(s). 07-JA-969

318945 ROBERT L. FRIEDMAN, Attorney, submitting an Order of Court for payment of \$537.50 attorney fees for court appointed legal representation of indigent respondent(s), Jennifer Thurman, Mother, re: M. Owens, a minor. Case No(s). 09-JA-642.

318946 PAUL S. KAROLL, Attorney, submitting an Order of Court for payment of \$537.50 attorney fees for court appointed legal representation of indigent respondent(s), Eddie and Yvonne Moore, Guardians, re: the Fallen children, minors. Case No(s). 98-JA-2061 and 98-JA-2062.

318947 FRANCINE N. GREEN-KELNER, Attorney, submitting an Order of Court for payment of \$1,176.25 attorney fees for court appointed legal representation of indigent respondent(s), Francine Velez, Mother, re: the Casteneda and Lopez children, minors. Case No(s). 07-JA-00843, 07-JA-00844, 07-JA-00845 and 07-JA-00846.

318953 FRANCINE N. GREEN-KELNER, Attorney, submitting an Order of Court for payment of \$983.75 attorney fees for court appointed legal representation of indigent respondent(s), Shirley Fenner, Mother, re: P. Simmons, a minor. Case No(s). 09-JA-00030.

318954 FRANCINE N. GREEN-KELNER, Attorney, submitting an Order of Court for payment of \$1,073.75 attorney fees for court appointed legal representation of indigent respondent(s), Monique Williams, Mother, re: D. Collins, a minor. Case No(s). 97-JA-0993.

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318955 FRANCINE N. GREEN-KELNER, Attorney, submitting an Order of Court for payment of \$544.25 attorney fees for court appointed legal representation of indigent respondent(s), Bernita Banks, Mother, re: K. Banks, a minor. Case No(s). 03-JA-1681.

318956 FRANCINE N. GREEN-KELNER, Attorney, submitting an Order of Court for payment of \$518.75 attorney fees for court appointed legal representation of indigent respondent(s), Velin Stewart, Mother, re: V. Stockdale, a minor. Case No(s). 93-JA-06330.

318957 FRANCINE N. GREEN-KELNER, Attorney, submitting an Order of Court for payment of \$547.75 attorney fees for court appointed legal representation of indigent respondent(s), Calvin Walker, Father, re: C. Walker, a minor. Case No(s). 10-JA-00331.

318958 FRANCINE N. GREEN-KELNER, Attorney and Guardian ad Litem, submitting an Order of Court for payment of \$1,732.50 attorney fees for court appointed legal representation of indigent respondent(s), the Clark, Hawkins, Hawkins-McGhee and Jackson children, minors. Case No(s). 05-JA-343, 05-JA-801, 08-JA-001 and 09-JA-776.

318959 FRANCINE N. GREEN-KELNER, Attorney and Guardian ad Litem, submitting an Order of Court for payment of \$1,257.25 attorney fees for court appointed legal representation of indigent respondent(s), the Guzman and Rivera children, minors. Case No(s). 01-JA-1082, 01-JA-1083, 01-JA-1084, 01-JA-1085 and 01-JA-1086.

318960 MICHAEL D. STEVENS, LTD., presented by Michael D. Stevens, Attorney, submitting an Order of Court for payment of \$1,075.00 attorney fees for court appointed legal representation of indigent respondent(s), Terry Caldwell, Sr., Father, re: T. Caldwell, a minor. Case No(s). 07-JA-1110.

318961 MICHAEL D. STEVENS, LTD., presented by Michael D. Stevens, Attorney, submitting an Order of Court for payment of \$1,175.00 attorney fees for court appointed legal representation of indigent respondent(s), Efrain Diaz, Father, re: E. Diaz, a minor. Case No(s). 11-JA-285.

318962 MICHAEL D. STEVENS, LTD., presented by Michael D. Stevens, Attorney and Guardian ad Litem, submitting an Order of Court for payment of \$982.50 attorney fees for court appointed legal representation of indigent respondent(s), the Davis children, minors. Case No(s). 11-JA-153 and 11-JA-154.

318963 JOHN C. BENSON, Attorney and Guardian ad Litem, submitting an Order of Court for payment of \$1,137.50 attorney fees for court appointed legal representation of indigent respondent(s), F. Mitchell, a minor. Case No(s). 11-JA-004511.

318964 FRANCINE N. GREEN-KELNER, Attorney, submitting an Order of Court for payment of \$766.50 attorney fees for court appointed legal representation of indigent respondent(s), Tommie Williams, Father, re: T. Williams, a minor. Case No(s). 09-JA-00984.

318966 RICHARD S. GUTOF, Attorney and Guardian ad Litem, submitting an Order of Court for payment of \$218.75 attorney fees for court appointed legal representation of indigent respondent(s), C. Cobb, a minor. Case No(s). 07-JA-00649.

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318967 ILDIKO J. BODONI, Attorney, submitting an Order of Court for payment of \$392.95 attorney fees for court appointed legal representation of indigent respondent(s), Reginald Harris, Father, re: the Richmond children, minors. Case No(s). 09-JA-1110, 09-JA-1111, 09-JA-1112 and 09-JA-1113.

318968 MAUREEN T. MURPHY, Attorney and Guardian ad Litem, submitting an Order of Court for payment of \$750.00 attorney fees for court appointed legal representation of indigent respondent(s), T. Cardona, a minor. Case No(s). 04-JA-00378.

318969 STEPHEN JAFFE, Attorney, submitting an Order of Court for payment of \$493.75 attorney fees for court appointed legal representation of indigent respondent(s), Marquita Rowell, Mother, re: M. Rowell and S. Small, minors. Case No(s). 01-JA-1062 and 01-JA-1064.

318970 STEPHEN JAFFE, Attorney, submitting an Order of Court for payment of \$350.00 attorney fees for court appointed legal representation of indigent respondent(s), Kathleen Clarke, Mother, re: C. Breffle and S. McGrath, minors. Case No(s). 07-JA-740 and 07-JA-741.

318971 FRANCINE N. GREEN-KELNER, Attorney, submitting an Order of Court for payment of \$1,393.29 attorney fees for court appointed legal representation of indigent respondent(s), Alvin Wooley, Father, re: A. Harvey, a minor. Case No(s). 02-JA-001638.

318972 DARLENE L. REDMOND, Attorney, submitting an Order of Court for payment of \$350.00 attorney fees for court appointed legal representation of indigent respondent(s), Bertha Smith, Mother, re: W. Smith, a minor. Case No(s). 10-JA-1056.

318973 FRANCINE N. GREEN-KELNER, Attorney, submitting an Order of Court for payment of \$539.00 attorney fees for court appointed legal representation of indigent respondent(s), Brownell Brown, Father, re: J. Brown, a minor. Case No(s). 03-JA-00266.

318974 MARILYN L. BURNS, Attorney and Guardian ad Litem, submitting an Order of Court for payment of \$500.00 attorney fees for court appointed legal representation of indigent respondent(s), D. Leverson and J. Lipscomb, minors. Case No(s). 01-JA-548 and 01-JA-550.

318975 FRANCINE N. GREEN-KELNER, Attorney and Guardian ad Litem, submitting an Order of Court for payment of \$1,103.50 attorney fees for court appointed legal representation of indigent respondent(s), D. Shumate, a minor. Case No(s). 09-JA-00174.

318976 MARILYN L. BURNS, Attorney, submitting an Order of Court for payment of \$612.50 attorney fees for court appointed legal representation of indigent respondent(s), Antonio Parker, Sr., Father, re: A. Parker, a minor. Case No(s). 08-JA-1044.

318977 FRANCINE N. GREEN-KELNER, Attorney, submitting an Order of Court for payment of \$1,931.25 attorney fees for court appointed legal representation of indigent respondent(s), George Brown, Father, re: R. Brown, a minor. Case No(s). 10-JA-0029.

318978 MARILYN L. BURNS, Attorney and Guardian ad Litem, submitting an Order of Court

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for payment of \$1,125.00 attorney fees for court appointed legal representation of indigent respondent(s), L. Nelson, a minor. Case No(s). 11-JA-00907.

318979 PATRICK K. SCHLEE, Attorney, submitting an Order of Court for payment of \$580.00 attorney fees for court appointed legal representation of indigent respondent(s), Dawn Hauslein, Mother, re: M. Geiger, a minor. Case No(s). 07-JA-00732.

318980 PAUL S. KAROLL, Attorney, submitting an Order of Court for payment of \$370.25 attorney fees for court appointed legal representation of indigent respondent(s), Keena Peeples, Mother, re: D. Parker, a minor. Case No(s). 04-JA-1568.

318981 PATRICK K. SCHLEE, Attorney, submitting an Order of Court for payment of \$412.00 attorney fees for court appointed legal representation of indigent respondent(s), James Wallace, Father, re: J. Davis, a minor. Case No(s). 11-JA-00040.

318982 ROBERT A. HORWITZ, Attorney and Guardian ad Litem, submitting an Order of Court for payment of \$375.00 attorney fees for court appointed legal representation of indigent respondent(s), R. Jackson, a minor. Case No(s). 96-JA-4442.

CHILD PROTECTION CASES APPROVED FISCAL YEAR 2012 TO PRESENT:	\$1,475,773.65
CHILD PROTECTION CASES TO BE APPROVED:	\$188,465.87

JUVENILE JUSTICE DIVISION

318706 PAUL D. KATZ, Attorney, submitting an Order of Court for payment of \$912.50 attorney fees for court appointed legal representation of indigent respondent(s), Maria Castro, Mother, re: E. Nunez, a minor. Case No(s). 11-JD-02744.

318726 CRYSTAL B. ASHLEY, Attorney, submitting an Order of Court for payment of \$1,362.50 attorney fees for court appointed legal representation of indigent respondent(s), Marisol Ibarra, Mother, re: M. Ibarra, a minor. Case No(s). 11-JD-3713.

318727 TIMOTHY F. MORAN, Attorney, submitting an Order of Court for payment of \$3,137.50 attorney fees for court appointed legal representation of indigent respondent(s), Rena Carlock, Mother, re: F. Mason, a minor. Case No(s). 07-JD-3292.

318771 MATTHEW A. INGRAM, Attorney, submitting an Order of Court for payment of \$275.00 attorney fees for court appointed legal representation of indigent respondent(s), K. Bently, a minor. Case No(s). 11-JD-60275.

318772 MATTHEW A. INGRAM, Attorney, submitting an Order of Court for payment of \$668.75 attorney fees for court appointed legal representation of indigent respondent(s), S. Johnson, a minor. Case No(s). 11-JD-60414.

318773 RAYMOND A. MORRISSEY, Attorney, submitting an Order of Court for payment of \$325.00 attorney fees for court appointed legal representation of indigent respondent(s), T. Gray, a minor. Case No(s). 11-JD-1033.

318774 PATRICK K. SCHLEE, Attorney, submitting an Order of Court for payment of \$487.50 attorney fees for court appointed legal representation of indigent respondent(s), Arlene

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Jackson, Mother, re: S. Jackson, a minor. Case No(s). 08-JD-05607.

318784 MICHAEL D. CAREY, Attorney, submitting an Order of Court for payment of \$618.75 attorney fees for court appointed legal representation of indigent respondent(s), Q. Blackwell, a minor. Case No(s). 11-JD-60523.

318785 MICHAEL D. CAREY, Attorney, submitting an Order of Court for payment of \$2,156.25 attorney fees for court appointed legal representation of indigent respondent(s), A. Suarez, a minor. Case No(s). 11-JD-60117 and 11-JD-60334.

318786 MICHAEL D. CAREY, Attorney, submitting an Order of Court for payment of \$1,293.75 attorney fees for court appointed legal representation of indigent respondent(s), A. Spouse, a minor. Case No(s). 11-JD-60325 and 11-JD-60473.

318787 MICHAEL D. CAREY, Attorney, submitting an Order of Court for payment of \$1,443.75 attorney fees for court appointed legal representation of indigent respondent(s), T. Boyd, a minor. Case No(s). 11-JD-60463.

318811 MICHAEL J. VITALE, Attorney, submitting an Order of Court for payment of \$425.00 attorney fees for court appointed legal representation of indigent respondent(s), Kate Brown, Mother, re: C. Henderson, a minor. Case No(s). 11-JD-1502.

318862 PAUL D. KATZ, Attorney, submitting an Order of Court for payment of \$275.00 attorney fees for court appointed legal representation of indigent respondent(s), Maria Castro, Mother, re: E. Nunez, a minor. Case No(s). 11-JD-02744.

JUVENILE JUSTICE CASES APPROVED FISCAL YEAR 2011 TO PRESENT:	\$110,505.34
JUVENILE JUSTICE CASES TO BE APPROVED:	\$13,381.25

SPECIAL COURT CASES

318887 CARDELLE SPANGLER, Compliance Administrator for the Recorder of Deeds, presented by the Office of the State's Attorney, submitting an Order of Court for payment of \$5,434.92 fees and expenses regarding Shakman, et al. v. Cook County Recorder of Deeds, USDC No. 69-C-2145. On July 30, 2010, the United States District Court entered a Supplemental Relief Order (SRO) for the Recorder of Deeds in this matter requiring the appointment of a Compliance Administrator. As part of the SRO, Cook County is required to pay the reasonable fees and expenses incurred by the Compliance Administrator for the Recorder of Deeds. Settlement of this matter was approved by the Finance Committee's Subcommittee on Litigation at its meeting of July 21, 2010. On June 8, 2012, Magistrate Judge Sidney I. Schenkier entered an order approving fees and expenses for the 44th Unopposed Petition in the amount of \$5,434.92 made payable to Cardelle Spangler, Compliance Administrator for the Cook County Recorder of Deeds. To date, Ms. Spangler has been paid \$717,420.15. Ms. Spangler has accumulated total fees and expenses of \$722,855.07 as of today's date. Please forward the check to Lilianna Kalin, Assistant State's Attorney, for transmittal.

COMMISSIONERS BEAVERS, COLLINS, MURPHY AND VICE CHAIRMAN SIMS VOTED NO ON THE ABOVE ITEM.

318888 MARK J. VOGEL, Complaint Administrator, presented by the Office of the State's

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Attorney, submitting an Order of Court for payment of \$42,277.78 fees and expenses regarding Shakman, et al. v. Cook County, USDC No. 69-C-2145. On February 12, 2009, the United States District Court entered an Order appointing Mark J. Vogel the Post Supplemental Relief Order Complaint Administrator for Cook County. As part of this Order, Cook County is required to pay the reasonable fees and expenses incurred by the Complaint Administrator for Cook County. On June 12, 2012, Magistrate Judge Sidney I. Schenkier entered an order approving fees and expenses for the 79th Unopposed Petition in the amount of \$42,277.78 made payable to Mark J. Vogel, Complaint Administrator. To date, Mark J. Vogel has been paid \$2,295,878.29. Mr. Vogel has accumulated total fees and expenses of \$2,338,156.07 as of today's date. Please forward the check to Lilianna Kalin, Assistant State's Attorney, for transmittal.

**COMMISSIONERS BEAVERS, COLLINS, MURPHY AND VICE CHAIRMAN
SIMS VOTED NO ON THE ABOVE ITEM.**

318889 MARK J. VOGEL, Complaint Administrator, presented by the Office of the State's Attorney, submitting an Order of Court for payment of \$32,837.99 fees and expenses regarding Shakman, et al. v. Cook County, USDC No. 69-C-2145. On February 12, 2009, the United States District Court entered an Order appointing Mark J. Vogel the Post Supplemental Relief Order Complaint Administrator for Cook County. As part of this Order, Cook County is required to pay the reasonable fees and expenses incurred by the Complaint Administrator for Cook County. On June 12, 2012, Magistrate Judge Sidney I. Schenkier entered an order approving fees and expenses for the 80th Unopposed Petition in the amount of \$32,837.99 made payable to Mark J. Vogel, Complaint Administrator. To date, Mark J. Vogel has been paid \$2,295,878.29. Mr. Vogel has accumulated total fees and expenses of \$2,370,994.06 as of today's date. Please forward the check to Lilianna Kalin, Assistant State's Attorney, for transmittal.

**COMMISSIONERS BEAVERS, COLLINS, MURPHY AND VICE CHAIRMAN
SIMS VOTED NO ON THE ABOVE ITEM.**

318893 ROCK FUSCO & CONNELLY, LLC, John J. Rock, Special State's Attorney, presented by the Office of the State's Attorney, submitting an Order of Court for payment of \$691.00 attorney fees and expenses regarding Lambert v. Jamison, et al., Case No. 08-C-3613 (Petition for Appointment of Special State's Attorney, Case No. 09-CH-526), for the months of March and April 2012. To date \$316,202.11 has been paid. This invoice was approved by the Litigation Subcommittee at its meeting of June 6, 2012. Please forward the check to Patrick T. Driscoll, Jr., Deputy State's Attorney, Chief, Civil Actions Bureau, for transmittal.

318894 QUERREY & HARROW, LTD., Daniel P. Duffy, Special State's Attorney, presented by the Office of the State's Attorney, submitting an Order of Court for payment of \$2,497.50 attorney fees and expenses regarding Fairley, et al. v. Andrews, et al., Case No. 03-C-5207 (Petition for Appointment of Special State's Attorney, Case No. 03-CH-13088), for the period of July 1 through September 23, 2011. To date \$554,392.49 has been paid. This invoice was approved by the Litigation Subcommittee at its meeting on October 13, 2011. Please forward the check to Patrick T. Driscoll, Jr., Deputy State's Attorney, Chief, Civil Actions Bureau, for transmittal.

318895 QUERREY & HARROW, LTD., Daniel F. Gallagher, Terrence F. Guolee and Larry S. Kowalczyk, Special State's Attorneys, presented by the Office of the State's Attorney,

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submitting an Order of Court for payment of \$9,878.37 attorney fees and expenses regarding Hernandez v. Cook County Sheriff's Department, et al., Case No. 07-C-855 (Petition for Appointment of Special State's Attorney, Case No. 07-CH-05603), for the period of February 28 through April 18, 2012. To date \$412,428.43 has been paid. This invoice was approved by the Litigation Subcommittee at its meeting on May 2, 2012. Please forward the check to Patrick T. Driscoll, Jr., Deputy State's Attorney, Chief, Civil Actions Bureau, for transmittal.

318949 ROCK FUSCO & CONNELLY, LLC, John J. Rock, Attorney, Special State's Attorney, presented by the Office of the State's Attorney, submitting an Order of Court for payment of \$1,781.30 attorney fees and expenses regarding LaFranco v. Cook County, et al., Case No. 11-C-8126 (Petition for Appointment of Special State's Attorney, Case No. 12-CH-12413), for the month of April 2012. To date zero dollars have been paid. This invoice was approved by the Litigation Subcommittee at its meeting of June 6, 2012. Please forward the check to Patrick T. Driscoll, Jr., Deputy State's Attorney, Chief, Civil Actions Bureau, for transmittal.

318951 PETERSON, JOHNSON & MURRAY, LLC, Paul O'Grady, Dominic L. Lanzito and Patrick G. Connelly, Special State's Attorneys, presented by the Office of the State's Attorney, submitting an Order of Court for payment of \$4,625.00 attorney fees and expenses regarding United States of America v. Cook County, et al., Case No. 10-C-2946 (Petition for Appointment of Special State's Attorney, Case No. 10-CH-25533), for the period of March 21 through April 30, 2012. To date \$352,933.41 has been paid. This invoice was approved by the Litigation Subcommittee at its meeting of June 6, 2012. Please forward the check to Patrick T. Driscoll, Jr., Deputy State's Attorney, Chief, Civil Actions Bureau, for transmittal.

318983 STATE'S ATTORNEY, Anita Alvarez, submitting communication advising the County of the Agreed Order regarding In re: Phil S. Murray, USBC No. 06-B-03115. This matter involves a debtor in a Chapter 13 Bankruptcy being awarded actual damages and attorneys' fees where the Court found the Treasurer in violation of the automatic stay. The Court ordered payment of actual damages of \$7,239.37 to reimburse debtor for monies he paid out and a settlement was reached for attorneys' fees of \$6,930.00, which is within the grant of authority conveyed by the Cook County Board of Commissioners to the State's Attorney's Office. The payment of \$14,169.37 should be in the form of two (2) separate checks as follows: the first check in the amount of \$7,239.37, made payable to Debtor Phil S. Murray and the second check in the amount of \$6,930.00 should be made payable to Legal Assistance Foundation. Please forward the check to Jessica L. MacLean, Assistant State's Attorney, Real Estate Tax Division, for transmittal.

SPECIAL COURT CASES APPROVED FISCAL YEAR 2012 TO PRESENT:	\$2,878,158.83
SPECIAL COURT CASES TO BE APPROVED:	\$114,193.23

COMMISSIONER SILVESTRI, SECONDED BY COMMISSIONER STEELE, MOVED APPROVAL OF THE COURT ORDERS. THE MOTION CARRIED.

SECTION 2

Your Committee has considered the following communications from State's Attorney, Anita Alvarez with reference to the workers' compensation claims hereinafter mentioned.

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Your Committee, therefore, recommends that the County Comptroller and County Treasurer be, and by the adoption of this report, are authorized and directed to issue checks to the Workers' Compensation Commission to be paid from the Workmen's Compensation Fund.

318881 REIKO WILLIAMSON, (f/k/a Reiko Jackson) in the course of her employment as an Operating Room Technician at Stroger Hospital of Cook County sustained accidental injuries on August 13, 2007. The Petitioner slipped off a step stool and fell, and as a result she injured her ankle (sprained ankle with peroneal neuropathy and Achilles tendonitis of the left leg and knee, piriformis syndrome, lumbar strain, disc bulges at L3-4, L4-5 and L5-S1). Prior/pending claims: none. State's Attorney, Anita Alvarez, is submitting Workers' Compensation Commission Lump Sum Petition and Order No. 07-WC-45530 in the amount of \$28,000.00 and recommends its payment. (Finance Subcommittee April 17, 2012). This settlement is within the grant of authority conveyed by the Cook County Board of Commissioners to the State's Attorney's Office. Attorney: Howard H. Ankin, Ankin Law Office, LLC.

318882 PAMELA J. DRAKE, in the course of her employment as a Youth Development Specialist for the Juvenile Temporary Detention Center sustained accidental injuries on March 14, 2011 and October 10, 2011. The March 14, 2011 accident occurred when the Petitioner was assaulted by a resident and pushed into a brick wall. The October 10, 2011 accident occurred when the Petitioner was assaulted during an altercation with a resident, and as result of these accidents she injured her neck, back and shoulder (sprain/strain to neck, back and left shoulder). Prior/pending claims: none. State's Attorney, Anita Alvarez, is submitting Workers' Compensation Commission Lump Sum Petition and Order Nos. 11-WC-33465 and 11-WC-39673 in the amount of \$11,000.00 and recommends its payment. These settlements are within the grant of authority conveyed by the Cook County Board of Commissioners to the State's Attorney's Office. Attorney: Joshua N. Karmel, Law Offices of Joshua N. Karmel.

WORKERS' COMPENSATION CLAIMS APPROVED FISCAL YEAR 2012

TO PRESENT:	\$2,798,070.48
WORKERS' COMPENSATION CLAIMS TO BE APPROVED:	\$39,000.00

COMMISSIONER SCHNEIDER, SECONDED BY COMMISSIONER TOBOLSKI, MOVED APPROVAL OF THE WORKERS' COMPENSATION CLAIMS. THE MOTION CARRIED.

SECTION 3

Your Committee has considered the following communications from the Cook County Department of Risk Management requesting that the County Board authorize payment of said claims.

Your Committee, concurring in the requests of the Cook County Department of Risk Management, recommends that the County Comptroller and County Treasurer be, and by the adoption of this report, authorized and directed to issue checks to claimants in the amounts recommended.

318948 DEPARTMENT OF RISK MANAGEMENT, submitting for approval Self-Insurance Program Settlement Claim payment of \$1,300.00. Claim No. 97009284, Sheriff's Court Services Division.

Claimant:	Chavell D. Anderson, 17106 Longfellow Avenue, Hazel Crest, Illinois 60429
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Bodily Injury: Head, leg and hip pain
Our Driver: Michael T. McKeon, Unit #6091
Prior Accidents: 1
Date of Accident: November 3, 2011
Location: 16649 South Kedzie Avenue, Markham, Illinois

Sheriff's Court Services Division tow truck was driving in the Speedway parking lot at 167th and Kedzie Avenue in Markham when it collided with the Claimant's vehicle. The Claimant suffered head, leg and hip pain (542-846 Account). Investigated by Cannon Cochran Management Services, Inc. We concur and recommend payment of the above charge (See also Comm. No. 318406).

318950 DEPARTMENT OF RISK MANAGEMENT, submitting for approval Self-Insurance Program Settlement Claim payment of \$6,919.75. Claim No. 97009432, Department of Facilities Management.

Claimant: Geico a/s/o Michael S. Vojta, 1 Geico Center, Macon, Georgia 31296
Claimant's Vehicle: 2006 Honda Civic
Date of Accident: February 24, 2012
Location: Criminal Courts, 2650 South California Avenue, Chicago, Illinois

Department of Facilities Management snowplow crew was removing snow from the courthouse parking garage when a large pile of wet snow was pushed over a ledge landing on the Claimant's vehicle causing damage to the front windshield, rear window and most of the body (542-846 Account). Investigated by Cannon Cochran Management Services, Inc. We concur and recommend payment of the above charge.

SELF-INSURANCE CLAIMS APPROVED FISCAL YEAR 2012 TO PRESENT:	\$80,222.79
SELF-INSURANCE CLAIMS TO BE APPROVED:	\$8,219.75

COMMISSIONER SILVESTRI, SECONDED BY VICE CHAIRMAN SIMS, MOVED APPROVAL OF THE SELF-INSURANCE PROGRAM SETTLEMENT CLAIMS. THE MOTION CARRIED.

SECTION 4

Your Committee has considered the following communications from State's Attorney, Anita Alvarez.

Your Committee, concurring in the recommendations of the State's Attorney, recommends that the County Comptroller and County Treasurer prepare checks in the amounts recommended in order that the payments may be set in accordance with the request of the State's Attorney upon proper release from the Office of the State's Attorney.

318883 STATE'S ATTORNEY, Anita Alvarez, submitting communication advising the County to accept Proposed Settlement of \$3,000.00 for the release and settlement of suit regarding John Batiste, Jr. v. Thomas Dart, et al., Case No. 10-C-3437. This matter involves allegations of civil rights violations at the Jail. The matter has been settled for the sum of \$3,000.00, which is within the grant of authority conveyed by the Cook County Board of Commissioners to the State's Attorney's Office. State's Attorney

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recommends payment of \$3,000.00, made payable to John Bastiste, Jr. Please forward the check to Kevin Frey, Assistant State's Attorney, Conflicts Counsel Unit, for transmittal.

318884 STATE'S ATTORNEY, Anita Alvarez, submitting communication advising the County to accept Proposed Settlement of \$15,000.00 for the release and settlement of suit regarding Leonard Taylor v. Thomas Dart, et al., Case No. 09-C-2333. This matter involves allegations of excessive force at the Department of Corrections. The matter has been settled for the sum of \$15,000.00, which is within the grant of authority conveyed by the Cook County Board of Commissioners to the State's Attorney's Office. State's Attorney recommends payment of \$15,000.00, made payable to Leonard D. Taylor. Please forward the check to Patrick S. Smith, Deputy Supervisor, for transmittal.

318885 STATE'S ATTORNEY, Anita Alvarez, submitting communication advising the County to accept Proposed Settlement of \$8,500.00 for the release and settlement of suit regarding Richard Peterson v. Thomas Dart, et al., Case No. 10-C-5681. This matter involves an allegation of a civil rights violation at the Jail. The matter has been settled for the sum of \$8,500.00, which is within the grant of authority conveyed by the Cook County Board of Commissioners to the State's Attorney's Office. State's Attorney recommends payment of \$8,500.00, made payable to Arnstein & Lehr, LLP as trustee for Richard Peterson. Please forward the check to Colleen Cavanaugh, Assistant State's Attorney, for transmittal.

318886 STATE'S ATTORNEY, Anita Alvarez, submitting communication advising the County to accept Proposed Settlement of \$3,000.00 for the release and settlement of suit regarding David Kraybill v. Tom Dart, et al., Case No. 11-C-6711. This matter involves an allegation of a civil rights violation at the Jail. The matter has been settled for the sum of \$3,000.00, which is within the grant of authority conveyed by the Cook County Board of Commissioners to the State's Attorney's Office. State's Attorney recommends payment of \$3,000.00, made payable to David Kraybill. Please forward the check to Michael J. Sorich, Assistant State's Attorney, for transmittal.

318890 STATE'S ATTORNEY, Anita Alvarez, submitting communication advising the County to accept Proposed Settlement of \$17,500.00 for the release and settlement of suit regarding Samuel Miller, v. Dart, et al., Case No. 10-CV-4842. This matter involves allegations of a civil rights violation at the Jail. The matter has been settled for the sum of \$17,500.00, which is within the grant of authority conveyed by the Cook County Board of Commissioners to the State's Attorney's Office. State's Attorney recommends payment of \$17,500.00, made payable to Samuel R. Miller. Please forward the check to R. Seth Shippee, Assistant State's Attorney, for transmittal.

318891 STATE'S ATTORNEY, Anita Alvarez, submitting communication advising the County to accept Proposed Settlement of \$19,000.00 for the release and settlement of suit regarding Marcus Fenner v. Officer Elliot, Case No. 11-C-6066. This matter involves allegations of excessive force at the Department of Corrections. The matter has been settled for the sum of \$19,000.00, which is within the grant of authority conveyed by the Cook County Board of Commissioners to the State's Attorney's Office. State's Attorney recommends payment of \$19,000.00, made payable to Marcus Fenner and People's Law Office, his attorney. Please forward the check to Patrick S. Smith, Deputy Supervisor, for transmittal.

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318892 STATE'S ATTORNEY, Anita Alvarez, submitting communication advising the County to accept Proposed Settlement of \$8,000.00 for the release and settlement of suit regarding Ronald Harris v. Marterie, et al., Case No. 10-C-6666, Ronald Harris v. Thomas Dart, et al., Case No. 11-C-379 and Ronald Harris v. Thomas Dart, et al., Case No. 11-C-380. These matters involve allegations of deliberate indifference at the Department of Corrections. The matters have been settled for the sum of \$8,000.00, which is within the grant of authority conveyed by the Cook County Board of Commissioners to the State's Attorney's Office. State's Attorney recommends payment of \$8,000.00, made payable to Ronald Harris. Please forward the check to David R. Condron, Assistant State's Attorney, for transmittal.

318902 STATE'S ATTORNEY, Anita Alvarez, submitting communication advising the County to accept Proposed Settlement of \$2,675.00 for the release and settlement of suit regarding C. Demetrius Hicks, Sr. v. Officer Morris, et al., Case No. 11-C-7826. This matter involves allegations of excessive force at the Department of Corrections. The matter has been settled for the sum of \$2,675.00, which is within the grant of authority conveyed by the Cook County Board of Commissioners to the State's Attorney's Office. State's Attorney recommends payment of \$2,675.00, made payable to Carl Demetrius Hicks. Please forward the check to Patrick S. Smith, Deputy Supervisor, for transmittal.

318903 STATE'S ATTORNEY, Anita Alvarez, submitting communication advising the County to accept Proposed Settlement of \$100,000.00 for the release and settlement of suit regarding Mark Schaeffer v. Thomas Dart, et al., Case No. 12-CV-1347. This matter involves allegations of civil rights violations. The matter has been settled for the sum of \$100,000.00, which is within the grant of authority conveyed by the Cook County Board of Commissioners to the State's Attorney's Office. State's Attorney recommends payment of \$100,000.00, made payable to Mark Schaeffer and Gregory E. Kulis & Associates, his attorney. Please forward the check to Amirth K. Aakre, Assistant State's Attorney, for transmittal.

318904 STATE'S ATTORNEY, Anita Alvarez, submitting communication advising the County to accept Proposed Settlement of \$3,750,000.00 for the release and settlement of suit regarding Margaret Petraski, et al. v. Officer Thedos, et al., Case No. 09-L-2953. This matter involves a motor vehicle collision. The matter has been settled for the sum of \$3,750,000.00, which is within the authority granted to this office by the Finance Committee's Subcommittee on Litigation at its meeting of January 19, 2012. State's Attorney recommends payment of \$3,750,000.00, made payable to the Estate of Margaret A. Petraski, a Disabled Person and Paul L. Salzetta of Winters, Enright, Salzetta & O'Brien, her attorney. Please forward the check to Michael L. Gallagher, Assistant State's Attorney, for transmittal.

PROPOSED SETTLEMENTS APPROVED FISCAL YEAR 2012 TO PRESENT:	\$4,431,856.48
PROPOSED SETTLEMENTS TO BE APPROVED:	\$3,926,675.00

COMMISSIONER SILVESTRI, SECONDED BY VICE CHAIRMAN SIMS, MOVED APPROVAL OF THE PROPOSED SETTLEMENTS. THE MOTION CARRIED.

SECTION 5

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Your Committee has considered the following communications from the Cook County Department of Risk Management requesting that the County Board authorize payment of said claims.

Your Committee concurring in the requests of the Cook County Department of Risk Management, recommends that the County Comptroller and County Treasurer be, and by the adoption of this report, are authorized and directed to issue checks to claimants in the amounts recommended.

318952 **PATIENT/ARRESTEE SETTLEMENT PROGRAM CLAIMS.** The Department of Risk Management is submitting invoices totaling \$125,406.91, for payment of medical bills for services rendered to patients while in the custody of the Cook County Sheriff's Office. Their services were rendered under the Patient/Arrestee Settlement Program (542-274 Account). Bills were approved for payment after an audit by Cambridge Integrated Services Group or the Illinois Department of Healthcare and Family Services and by the Department of Risk Management, who recommends payment based on Cook County State's Attorney's Legal Opinion No. 1879, dated July 14, 1987. Individual checks will be issued by the Comptroller in accordance with the attached report prepared by the Department of Risk Management.

	YEAR TO DATE	TO BE APPROVED
TOTAL BILLED	\$3,906,926.10	\$764,961.33
UNRELATED	\$393,118.39	\$0.00
IDHFS DISCOUNT	\$2,935,683.80	\$639,554.42
PROVIDER DISCOUNT	\$54,045.57	\$0.00
AMOUNT PAYABLE	\$524,078.34	\$125,406.91

COMMISSIONER SILVESTRI, SECONDED BY VICE CHAIRMAN SIMS, MOVED APPROVAL OF THE PATIENT/ARRESTEE CLAIMS. THE MOTION CARRIED.

CHAIRMAN DALEY VOTED PRESENT ON THE CLAIMS REGARDING MERCY HOSPITALS BILLS (2).

SECTION 6

Your Committee has considered the following items and upon adoption of this report, the recommendations are as follows:

318519 **AN AMENDMENT TO CHAPTER 34, ARTICLE IV, DIVISION I, SEC. 34-125 POWERS AND DUTIES OF THE CHIEF PROCUREMENT OFFICER (PROPOSED ORDINANCE AMENDMENT).** Submitting a Proposed Ordinance Amendment sponsored by Toni Preckwinkle, President and John P. Daley, County Commissioner.

PROPOSED ORDINANCE AMENDMENT

NOW, THEREFORE, BE IT ORDAINED THAT, Chapter 34, Article IV, Division 1, Section 34-125 of the Cook County Code, is hereby amended as follows:

Sec. 34-125. Powers and duties of the Chief Procurement Officer.

The Chief Procurement Officer shall:

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- (a) Make all Procurements and conduct all activities related to the Procurement Process in accordance with the Procurement Code and any procedures promulgated pursuant hereto;
- (b) Establish and maintain procurement policies and procedures, and standardized documents and forms to implement the Procurement Code;
- (c) Cooperate with the Contracts Compliance Director to coordinate the procurement process with the Minority- and Women-Owned Business Program established pursuant to Division 8 of this Procurement Code;
- (d) Develop and maintain procedures for disseminating information and notice of procurement opportunities;
- (e) Have authority to implement innovative procurement methods and processes pursuant to this Procurement Code;
- (f) Have authority to approve and execute an assignment of or an amendment to a Contract; provided that any such amendment does not extend the Contract by more than one year, and further provided that the total cost of all such amendments does not increase the amount of the Contract beyond the authority of the CPO granted in Section 34-123, ~~or in the case of Contracts approved by the Board, provided that the total cost of all such amendments does not increase the Contract by more than 10%;~~
- (g) Have authority to establish the commencement and expiration dates of any Contract as necessary to permit the Contract period to commence upon the date of Execution of the Contract by the County, unless another commencement date is specified in the Contract;
- (h) Within the CPO's authority, approve and execute Contracts;
- (i) Ensure that all certifications, statements and affidavits required by this Procurement Code are submitted;
- (j) Determine when supplies, materials and equipment are obsolete or unusable, and trade in, sell or dispose of such property, except for such property which is the responsibility of the Cook County Health and Hospitals System;
- (k) Compile and maintain information for all Procurements, including those Procurements and Contract amendments which do not require Board approval. The CPO shall submit a report to the Board on a monthly basis listing the Procurements and Procurement amendments executed by the CPO that do not require Board approval, including a list of each Person from whom the County makes such a Procurement and the method of Procurement applied, as well as Procurements that authorize the advance payment for services. Such reports shall include:
 - (1) The name of the Vendor;
 - (2) A brief description of the product or service provided;
 - (3) The name of the Using Department and budgetary account from which the funds

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are being drawn; and

(4) The amount and term of the Procurement; and

(5) The amount and/or extension period of the amendment, if applicable.

Such report shall be provided to the Board of Commissioners in an electronic format.

~~The CPO shall work with the Comptroller to also provide a monthly report of the individual and total aggregate amount disbursements made for Procurements that do not require Board approval. The Comptroller shall provide to the Board of Commissioners a report of all payments made pursuant to contracts for supplies, materials and equipment and for professional and managerial services for Cook County, including the separately elected Officials, which involve an expenditure of \$150,000.00 or more, within two weeks of being made. Such reports shall include:~~

(1) The name of the Vendor;

(2) A brief description of the product or service provided;

(3) The name of the Using Department and budgetary account from which the funds are being drawn; and

~~(1) The CPO shall work with the Comptroller to provide a monthly report of the individual and total aggregate amount disbursements made for Procurements that do not require Board approval. The Comptroller shall provide to the Board of Commissioners a report of all payments made pursuant to contracts for supplies, materials and equipment and for professional and managerial services for Cook County, including the separately elected Officials, which involve an expenditure of \$150,000.00 or more, within two weeks of being made. Such reports shall include:~~

(1) The name of the Vendor;

(2) A brief description of the product or service provided;

(3) The name of the Using Department and budgetary account from which the funds are being drawn; and

(4) The contract number under which the payment is being made.

Such report shall be provided to the Board of Commissioners in an electronic format.

(lm) Make available on the County's website information related to all Procurements, including, but not limited to, a list of Contracts and a list of Contractors and subcontractors;

(mn) Keep a record of any Person who has been disqualified under Division 4, Disqualification; Penalties, and shall provide such record to the Cook County Health and Hospitals System;

(no) Have authority to terminate a Contract in accordance with its terms;

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(op) Issue notices of violation to enforce the provisions of this Code, as applicable, and institute enforcement proceedings under Chapter 2, Article IX, as appropriate;

(pq) Work with the Comptroller to assure that Contractors are not paid in advance of performance, unless such advance payment is provided for and properly justified in the Contract; and

(qr) Have charge of such other Procurement activities as may be assigned by the President or the Board.

***Referred to the Committee on Finance on 6-5-2012.**

VICE CHAIRMAN SIMS, SECONDED BY COMMISSIONER MURPHY, MOVED TO RECEIVE AND FILE COMMUNICATION NO. 318519. THE MOTION CARRIED.

318664

AN AMENDMENT TO CHAPTER 34, ARTICLE IV, DIVISION I, SEC. 34-121 (PROPOSED ORDINANCE AMENDMENT). Submitting a Proposed Ordinance Amendment sponsored by Toni Preckwinkle, President, Cook County Board of Commissioners.

PROPOSED ORDINANCE AMENDMENT

NOW, THEREFORE, BE IT ORDAINED THAT Chapter 34, Article IV, Division 1, Sec. 34-121 of the Cook County Code, is hereby amended to include the following definition:

Professional Services means services rendered by members of a recognized profession or possessing a special skill. Such services are generally acquired to obtain information, advice, training or direct assistance.

BE IT FURTHER ORDAINED by the Cook County Board of Commissioners, that Chapter 34, Article IV, Division 2, Sec. 34-144(a) of the Cook County Code, is hereby amended as follows:

Sec. 34-144. Innovative procurement.

(a) The CPO may make a Procurement using innovative methods of procurement, including but not limited to electronic procurement, reverse auctions, electronic bidding, electronic auctions, prequalification, and pilot procurement programs that have no cost to the County. In order to implement innovative methods of procurement, either directly or through a service provider, the CPO must make a determination that such process is competitive and in the best interest of the County.

BE IT FURTHER ORDAINED THAT Chapter 34, Article IV, Division 8, Sec. 34-260 of the Cook County Code, is hereby amended as follows:

Sec. 34-260. Short title.

This subdivision shall be known and may be cited as the Cook County Minority- and Women-Owned Business Enterprise General Ordinance. This subdivision is applicable to all Contracts, ~~including except~~ Public Works Contracts ~~other than as modified pursuant to which are governed by s~~Subdivision 2 of this Division 8.

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BE IT FURTHER ORDAINED THAT Chapter 34, Article IV, Division 8, Sec. 34-263 of the Cook County Code, is hereby amended as follows:

Sec. 34-263. Definitions.

The following words, terms and phrases, when used in this Subdivision I, including both subdivision I and subdivision II, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning. Capitalized terms not defined in this section are defined in Division 1 of this Procurement Code, or in Sec. 1-3 of the County Code. Additional terms applicable to subdivision II are set forth in such subdivision.

BE IT FURTHER ORDAINED THAT Chapter 34, Article IV, Division 8, Sections 34-285 to 289 of the Cook County Code, are hereby amended as follows:

Subdivision II. Participation in Cook County Public Works Contracts

Sec. 34-285. Short title; incorporation of provisions.

This subdivision may be known and cited as the Cook County Public Works Minority-and Women-Owned Business Enterprise Ordinance and may be cited as such. The provisions of the Cook County Minority and Women-Owned business Enterprise General Ordinance are applicable to Public Works Contracts, except to the extent modified hereby.

Sec. 34-286. Findings.

(a) The findings set forth in subdivision I Sec. 34-261 of this division 8 are incorporated herein by this reference.

(b) The requirement in subdivision I that minority- and women-owned businesses (M/WBEs) be allotted certain percentages of County construction contracts was ruled unconstitutional as applied to construction contracts in *Builders Association of Greater Chicago v. County of Cook*, 256 F.3d 642 (7th Cir. 2001). See also *Builders Association of Greater Chicago v. City of Chicago*, 2003 WL 1786489, 2003 U.S. Dist. Lexis 23287 (N.D. Ill. 2003).

(c) The President and the Board of Commissioners of the County of Cook, after considering (i) evidence presented at trial in *Builders Association of Greater Chicago v. City of Chicago*, 298 F.Supp.2d 725 (N.D. Ill. 2003) and *Northern Contracting, Inc. v. Illinois Department of Transportation*, 2005 U.S. Dist. LEXIS 19868 (N.D. Ill. Sept. 8, 2005); (ii) County statistical evidence of continuing discrimination against Blacks, Hispanics, Asians and women in the County's Procurements; (iii) the Report title, "Review of Compelling Evidence of Discrimination Against Minority- and Women-Owned Business Enterprise in the Chicago Area Construction Industry and Recommendations for Narrowly Tailored Remedies for Cook County, Illinois;" as well as (iv) anecdotal evidence of discrimination against minorities and women in the

County's Public Works Contracts; and (v) receiving and considering written reports, adopts the following findings as a strong basis in evidence supporting a narrowly tailored, remedial affirmative action program in Public Works Contracts.

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(d) The County seeks to provide a level playing field and equal access for all prime contractors and subcontractors to participate in Public Works Contracts;

(e) The County has engaged in committee hearings in which the County has heard anecdotal evidence of discrimination in the construction industry, has commissioned a study on the levels of PCE participation in Public Works Contracts, has reviewed the report prepared indicating evidence of discrimination in Public Works Contracts and has considered the evidence in relevant case law; and

(f) In the absence of application of the Program to Public Works Contracts, the County has witnessed a drastic decline in PCE in its Public Works Contracts, to levels below the availability of PCEs, and thus, the County would be a passive participant in a discriminatory marketplace without the application of PCE goals.

Sec. 34-287 Policy.

~~Based on the findings set forth in subdivision I, Sec. 34-261 and the findings set forth in subdivision II, Sec. 34-286, and in addition to the policy set forth at Sec. 34-262, the policy and purpose of this subdivision is to establish and implement goals for participation of PCEs in Public Works Contracts, in accordance with all applicable laws.~~

It is hereby found, determined and declared that the purpose of this Ordinance is to ensure the full and equitable participation of Minority- and Women-Owned Business Enterprises in the County's procurement process as both prime and subcontractors in the County's construction contracts. The County is committed to a policy of preventing discrimination in the award of or participation in construction contracts and has recommended appropriate narrowly tailored remedies to eliminate any such discrimination.

Sec. 34-288. Program goals. Applicability.

~~The Program Goal applicable to Public Works Contracts shall be a goal of twenty-four percent (24%) of the annual total dollar amount of Public Works Contracts to MBEs and a goal of not less than ten percent (10%) of the annual total dollar amount of Public Works Contracts to WBEs. In establishing a Contract Specific Goal for Public Works Contracts, the CCD shall consider the availability of sufficient Certified MBEs and WBEs for each trade required as part of the project.~~

This subdivision shall apply to all construction contracts funded in whole or in part by County funds, regardless of the sources of other funds; provided that any contract with respect to which a goal for Minority-Owned Business Enterprise or Women-Owned Business Enterprise participation is inconsistent with or prohibited by State or Federal law shall be exempt from the goals included in this subdivision.

Sec. 34-289. Commercially Useful Function. Severability.

~~To determine whether a PCE is performing a Commercially Useful Function, the County will evaluate whether the portion of the work subcontracted to or by a PCE is in accordance with industry standards. For example, if a PCE subcontracts a greater portion of the work of a Contract than would be expected based on normal industry practice, it is presumed not to perform a~~

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~~Commercially Useful Function.~~ In addition, to perform a Commercially Useful Function, the PCE must be responsible, with respect to materials, equipment and supplies used in performing its portion of the Contract, for negotiating price, determining whether quality meets specifications, ordering the material, installing (where applicable) and paying for the material itself.

If any section, subsection, clause or provision of this subdivision is held to be invalid by a court of competent jurisdiction, the remainder of the subdivision shall not be affected by such invalidity.

Sec. 34-290. Definitions.

The following terms shall have the following meanings:

Affiliate of a person or entity means a person or entity that directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the person or entity. In determining Affiliation, the County shall consider all appropriate factors, including common ownership, common management, and contractual relationships.

Annual Participation Goals mean the targeted levels established by the County for the annual aggregate participation of MBEs and WBEs in County construction contracts.

Business means a sole proprietorship, partnership, corporation, limited liability company, Joint Venture or any other business or professional entity.

Certified Firm means a firm that has been accepted by the County as a certified MBE or WBE.

County means the County of Cook and its participating User Departments.

County's Marketplace means the Metropolitan Statistical Area for Chicago, as established by the Bureau of the Census, currently the counties of Cook, DeKalb, DuPage, Kane, Lake, McHenry and Will.

Contractor means any Business that seeks to enter into a construction contract with the County, other than for professional services, and includes all partners and Affiliates Business.

Commercially Useful Function means responsibility for the execution of a distinct element of the work of the contract, which is carried out by actually performing, managing, and supervising the work involved, or fulfilling responsibilities as a Joint Venture partner.

Compliance Contract Director or "CC Director" means the Contract Compliance Director.

Doing Business means having a physical location from which to engage in for profit activities in the scope(s) of expertise of the Business.

Economically Disadvantaged means an individual with a Personal Net Worth less than \$2,000,000.00 indexed annually for the Chicago Metro Area Consumer Price Index, published by the U.S. Department of Labor, Bureau of Labor Standards, beginning January 2007.

Expertise means demonstrated skills, knowledge or ability to perform in the field of

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endeavor in which certification is sought by the Business, as defined by normal industry practices, including licensure where required.

Good Faith Efforts means actions undertaken by a Contractor to achieve an MBE or WBE goal, which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the Program's goals.

Joint Venture means an association of two or more Businesses proposing to perform a for profit business enterprise. Joint Ventures must have an agreement in writing specifying the terms and conditions of the relationships between the partners and their relationship and responsibility to the contract.

Local Business means a Business located within the County's Marketplace which has the majority of its regular, full time work force located within the County's Marketplace.

Local Small Business means a Local Business which is also a Small Business.

Manufacturer means a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.

Minority Business Enterprise (MBE) means a Business:

- (1) Which is at least 51 percent owned by one or more Minority Individuals, or in the case of a publicly owned Business, at least 51 percent of all classes of the stock of which is owned by one or more Minority Individuals;
- (2) Whose management, policies, major decisions and daily business operations are independently managed and controlled by one or more Minority Individuals;
- (3) Which performs a Commercially Useful Function;
- (4) Which is a Certified Firm; and
- (5) Which is a Local Small Business.

Minority Individual means:

- (1) African-Americans or Blacks, which includes persons having origins in any of the Black racial groups of Africa;
- (2) Hispanic-Americans, which includes persons of Mexican, Puerto Rican, Cuban, Caribbean, Dominican, Central or South American;
- (3) Native-Americans, which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians; or
- (4) Asian-Americans, which includes persons whose origins are in any of the original peoples of the Far East, Southeast Asia, the islands of the Pacific or the Northern Marianas, or the Indian Subcontinent; or
- (5) Individual members of other groups, including but not limited to Arab-Americans,

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found by the County to be socially disadvantaged by having suffered racial or ethnic prejudice or cultural bias within American society, without regard to individual qualities, resulting in decreased opportunities to compete in the County's marketplace or to do business with the County.

Owned means having all of the customary incidents of ownership, including the right of disposition, and sharing in all of the risks, responsibilities and profits commensurate with the degree of ownership.

Personal Net Worth means the net value of the assets of an individual after total liabilities are deducted. An individual's personal net worth does not include the individual's ownership interest in an applicant or other County certified MBE or WBE, provided that the other firm is certified by a governmental agency that meets the County's eligibility criteria or the individual's equity in his or her primary place or residence. As to assets held jointly with his or her spouse, an individual's personal net worth includes only that individual's share of such assets. An individual's net worth also includes the present value of the individual's interest in any vested pension plans, individual retirement accounts, or other retirement savings or investment programs less the tax and interest penalties that would be imposed if the asset were distributed at the present time.

Program means the Program established by the Minority- and Women- Owned Business Enterprise Interim Ordinance.

Project Specific Goals means the Goals established for a particular project or contract based upon the availability of MBEs or WBEs in the scopes of work of the Project.

Regular Dealer means a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a Regular Dealer, the firm must be an established, regular Business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A firm may be a Regular Dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business if the firm both owns and operates distribution equipment for the products. Any supplementing of a Regular Dealer's distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis. Packagers, manufacture representatives, or other persons who arrange or expedite transactions are not Regular Dealers.

Small Business means a small business as defined by the U.S. Small Business Administration, pursuant to the business size standards found in 13 CFR Part 121, relevant to the scope(s) of work the firm seeks to perform on County contracts. A firm is not an eligible small business enterprise in any calendar fiscal year in which its gross receipts, averaged over the firm's previous five fiscal years, exceed the size standards of 13 CFR Part 121.

Socially Disadvantaged means a Minority Individual or Woman who has been subjected to racial, ethnic or gender prejudice or cultural bias within American society because of his or her identity as a member of a group and without regard to individual qualities. Social disadvantage must stem from circumstances beyond the individual's control. A Socially Disadvantaged individual must be a citizen or lawfully admitted permanent resident of the United States.

User Department means the department of the County or elected official responsible for

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initiating the procurement process.

Utilization Plan means the list of MBEs and WBEs that the Bidder/Proposer commits will be utilized, the scopes of the work and the dollar values or the percentages of the work to be performed.

Woman means a person of the female gender.

Woman-Owned Business Enterprise (WBE) means a Business:

- (1) Which is at least 51 percent owned by one or more Women, or in the case of a publicly owned Business, at least 51 percent of all classes of the stock of which is owned by one or more Women;
- (2) Whose management, policies, major decisions and daily business operations are independently managed and controlled by one or more such Women;
- (3) Which performs a Commercially Useful Function;
- (4) Which is a Certified Firm; and
- (5) Which is a Local Small Business.

Sec. 34-291. Program administration.

(a) The CC Director who shall report to the President of the Board of Commissioners of Cook County, shall administer the Program, and whose duties shall include:

- (1) Formulating, proposing and implementing rules and regulations for the development, implementation and monitoring of the Program.
- (2) Providing information and assistance to MBEs and WBEs relating to County procurement practices and procedures, and bid specifications, requirements, goals and prerequisites.
- (3) Establishing uniform procedures and criteria for certifying, recertifying and decertifying Businesses as MBEs and WBEs, accepting certifications by other agencies, and maintaining a directory of Certified Firms.
- (4) Establishing Project Specific Goals, in collaboration with the User Department.
- (5) Evaluating Contractors' achievement of Project Specific Goals or and Good Faith Efforts to meet Project Specific Goals.
- (6) Working with User Departments to monitor contracts to ensure prompt payments to MBEs and WBEs and compliance with Project Specific Goals and commitments, including gathering data to facilitate such monitoring.
- (7) Receiving, reviewing, and acting upon complaints and suggestions concerning the Program.

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- (8) Collecting data to evaluate the Program and other County contracting initiatives.
- (9) Monitoring the Program and the County's progress towards the Annual Participation Goals. The CC Director shall report on a quarterly and annual basis to the President on the administration and operations of the Program.
- (b) The User Departments that receive appropriate delegation for project management, contract management, and/or construction and/or design contract responsibility shall have the following duties and responsibilities with regard to the Program:
 - (1) Assisting the CC Director with setting Project Specific Goals.
 - (2) Assisting in the identification of available MBEs and WBEs, and providing other assistance in meeting the Project Specific Goals.
 - (3) Performing other activities to support the Program.
 - (4) Gathering and maintaining prime contracting and subcontracting data for those contracts which they manage.
 - (5) Submitting subcontracting data as required to the CC Director.

Sec. 34-292. Race- and gender-neutral measures to ensure equal opportunities for all contractors and subcontractors.

The County shall develop and use measures to facilitate the participation of all firms in County construction contracting activities. These measures shall include, but are not limited to:

- (a) Arranging solicitation times for the presentations of bids, quantities, specifications, and delivery schedules to facilitate the participation of interested firms;
- (b) Segmenting, structuring or issuing contracts to facilitate the participation of MBEs, WBEs and other Small Businesses;
- (c) Providing timely information on contracting procedures, bid preparation and specific contracting opportunities;
- (d) Providing assistance to Business in overcoming barriers such as difficulty in obtaining bonding and financing;
- (e) Holding pre-bid conferences, where appropriate, to explain the projects and to encourage Contractors to use all available qualified firms as subcontractors;
- (f) Adopting prompt payment procedures, including, requiring by contract that prime Contractors promptly pay subcontractors;
- (g) Reviewing retainage, bonding and insurance requirements to eliminate unnecessary barriers to contracting with the County;
- (h) Collecting information from all prime Contractors on County construction contracts detailing the bids received from all subcontractors for County construction contracts and the expenditures to subcontractors utilized by prime Contractors on County construction contracts;

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- (i) At the discretion of the CC Director, letting a representative sample of County construction contracts without goals, to determine MBE and WBE utilization in the absence of goals;
- (j) Maintaining information on all firms bidding on County prime contracts and subcontracts; and
- (k) Referring complaints of discrimination to Cook County's Commission on Human Relations, or other appropriate authority, for investigation.

Sec. 34-293. Program eligibility.

- (a) Only Businesses that meet the criteria for certification as a MBE or WBE may participate in the Program. The applicant has the burden of persuasion by a preponderance of the evidence.
- (b) Only a firm owned by a Socially and Economically Disadvantaged person(s) may be certified as a MBE or WBE.
 - (1) The firm's ownership by a Socially and Economically Disadvantaged person must be real, substantial, and continuing, going beyond pro forma ownership of the firm as reflected in ownership documents. The owner(s) must enjoy the customary incidents of ownership and share in the risks and profits commensurate with that ownership interest.
 - (2) The contributions of capital or Expertise by the Socially and Economically Disadvantaged owner(s) to acquire the ownership interest must be real and substantial. If Expertise is relied upon as part of a Socially and Economically Disadvantaged owner's contribution to acquire ownership, the Expertise must be of the requisite quality generally recognized in a specialized field, in areas critical to the firm's operations, indispensable to the firm's potential success, specific to the type of work the firm performs and documented in the firm's records. The individual whose Expertise is relied upon must have a commensurate financial investment in the firm.
- (c) Only a firm that is managed and controlled by a Socially and Economically Disadvantaged person(s) may be certified as a MBE or WBE.
 - (1) A firm must not be subject to any formal or informal restrictions that limit the customary discretion of the Socially and Economically Disadvantaged owner(s). There can be no restrictions through corporate charter provisions, by-law provisions, contracts or any other formal or informal devices that prevent the Socially and Economically Disadvantaged owner(s), without the cooperation or vote of any non-Socially and Economically Disadvantaged person, from making any business decision of the firm, including the making of obligations or the disbursing of funds.
 - (2) The Socially and Economically Disadvantaged owner(s) must possess the power to direct or cause the direction of the management and policies of the firm and to make day-to-day as well as long-term decisions on management, policy, operations and work.

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(3) The Socially and Economically Disadvantaged owner(s) may delegate various areas of the management or daily operations of the firm to persons who are not Socially and Economically Disadvantaged. Such delegations of authority must be revocable, and the Socially and Economically Disadvantaged owner(s) must retain the power to hire and fire any such person. The Socially and Economically Disadvantaged owner(s) must actually exercise control over the firm's operations, work, management and policy.

(4) The Socially and Economically Disadvantaged owner(s) must have an overall understanding of, and managerial and technical competence, experience and Expertise, directly related to the firm's operations and work. The Socially and Economically Disadvantaged owner(s) must have the ability to intelligently and critically evaluate information presented by other participants in the firm's activities and to make independent decisions concerning the firm's daily operations, work, management, and policymaking.

(5) If federal, state and/or local laws, regulations or statutes require the owner(s) to have a particular license or other credential to own and/or control a certain type of firm, then the Socially and Economically Disadvantaged owner(s) must possess the required license or credential. If state law, County ordinance or other law regulations or statute does not require that the owner posses the license or credential, that the owner(s) lacks such license or credential is a factor, but is not dispositive, in determining whether the Socially and Economically Disadvantaged owner(s) actually controls the firm.

(6) A Socially and Economically Disadvantaged owner cannot engage in outside employment or other business interests that conflict with the management of the firm or prevent the owner from devoting sufficient time and attention to the affairs of the firm to manage and control its day to day activities.

(d) Only an independent firm may be certified as a MBE or WBE. An independent firm is one whose viability does not depend on its relationship with another firm. Recognition of an applicant as a separate entity for tax or corporate purposes is not necessarily sufficient to demonstrate that a firm is independent and non-Affiliated. In determining whether an applicant is an independent Business, the CC Director will:

- (1) Scrutinize relationships with non-Certified Firms in such areas as personnel, facilities, equipment, financial and/or bonding support, and other resources.
- (2) Consider whether present or recent employer/employee relationships between the Socially and Economically Disadvantaged owner(s) of the applicant and non-Certified Firms or persons associated with non-Certified Firms compromise the applicant's independence.
- (3) Examine the applicant's relationships with non-Certified Firms to determine whether a pattern of exclusive or primary dealings with non-Certified Firm compromises the applicant's independence.
- (4) Consider the consistency of relationships between the applicant and non-Certified Firms with normal industry practice.

(e) An applicant shall be certified only for specific types of work in which the Socially and

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Economically Disadvantaged owner(s) has the ability and Expertise to manage and control the firm's operations and work.

(f) The County shall certify the eligibility of Joint Ventures involving MBEs or WBEs and non-Certified Firms. To be considered an eligible Joint Venture, at least one partner of the Joint Venture must be a Certified Firm, with a share in the capital contribution, control, management, risks, and profits of the Joint Venture which is equal to its ownership interest. Each Certified Firm partner must contribute property, capital, efforts, skill and knowledge and be responsible for a distinct, clearly defined portion of the work of the contract. Joint Ventures must have an agreement in writing specifying the terms and conditions of the relationships between the partners and their relationship and responsibility to the contract.

(g) In lieu of conducting its own certifications, the CC Director by rule may accept formal certifications by other entities as meeting the requirements of the Program, if the CC Director determines that the certification standards of such entities are comparable to those of the County.

(h) The certification status of all MBEs and WBEs shall be reviewed periodically by the Office of Contract Compliance. Failure of the firm to seek recertification by filing the necessary documentation with the CC Director as provided by rule may result in decertification.

(i) It is the responsibility of the Certified Firm to notify the CC Director of any change in its circumstances affecting its continued eligibility for the Program, including decertification by another agency. Failure to do so may result in the firm's decertification.

(j) The CC Director shall decertify a firm that does not continuously meet the eligibility criteria.

(k) Decertification by another agency shall create a prima facie case for decertification by the County. The challenged firm shall have the burden of proving that its County certification should be maintained.

(l) A firm that has been denied certification or recertification or has been decertified may protest the denial or decertification as provided by rule.

(m) A firm found to be ineligible may not apply for certification for six (6) months after the effective date of the final decision.

(n) A third party may challenge the eligibility of an applicant for certification or a Certified Firm as provided by rule. Such challenges shall be signed and sworn by the individual challenging the eligibility of an applicant for certification or a certified form. The burden of proof shall rest with the complainant. Such challenges to eligibility shall be subject to an appeal. The CC Director shall be the final arbiter of all challenges. The presumption that the challenged firm is eligible shall remain in effect until the CC Director renders a final decision.

Sec. 34-294. Annual aspirational goals.

The Annual Aspirational Goals for the utilization of MBEs and WBEs on County construction contracts and subcontracts shall be 24 percent for MBEs and ten (10) percent for WBEs.

Sec. 34-295. Project specific goals.

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The CC Director, in consultation with the User Department, shall establish Project Specific Goals for construction Contracts based upon the availability of at least three MBEs and three WBEs to perform the anticipated subcontracting functions of the project and the County's utilization of MBEs and WBEs to date.

Sec. 34-296. Counting MBE and WBE participation.

(a) The entire amount of that portion of a contract that is performed by the MBEs or WBEs own forces shall be counted, including the cost of supplies and materials obtained by the MBE or WBE for the work of the contract, and supplies purchased or equipment leased by the MBE or WBE (except supplies and equipment the MBE or WBE purchases or leases from the prime Contractor or the prime Contractor's Affiliate).

(b) The entire amount of fees or commissions charged by a MBE or WBE for providing a bona fide service, such as professional, technical, consultant or managerial services, or for providing bonds or insurance specifically required for the performance of a contract, shall be counted, provided the fee is reasonable and not excessive as compared with fees customarily charged for similar services.

(c) When a MBE or WBE performs as a participant in a Joint Venture, only the portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the Joint Venture's contract that is performed by the MBE or WBE with its own forces and for which it is separately at risk, shall be counted.

(d) Only expenditures to a MBE or WBE that is performing a Commercially Useful Function shall be counted. To determine whether a MBE or WBE is performing a Commercially Useful Function, the County will evaluate the amount of work subcontracted, industry practices, whether the amount the MBE or WBE is to be paid under the contract is commensurate with the work it is actually performing and other relevant factors. To perform a Commercially Useful Function, the MBE or WBE must be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, installing (where applicable) and paying for the material itself. A MBE or WBE does not perform a Commercially Useful Function if its role is limited to that of an extra participant in the contract through which funds are passed in order to obtain the appearance of MBE or WBE participation. If a MBE or WBE subcontracts a greater portion of the work of a contract than would be expected based on normal industry practice, it is presumed not to perform a Commercially Useful Function. When a MBE or WBE is presumed not to be performing a Commercially Useful Function, the Certified Firm may present evidence to rebut this presumption.

(e) One hundred percent of the cost of the materials or supplies obtained from a MBE or WBE Manufacturer or Regular Dealer shall be counted. One hundred percent of the fees or transportation charges for the delivery of materials or supplies required on a job site shall be counted only if the payment of such fees is a customary industry practice and are commensurate with fees customarily charged for similar services.

(f) If a firm ceases to be a Certified Firm for any other reason than graduation from the M/WBE Construction Program during its performance on a contract, the dollar value of work performed under a contract with that firm after it has ceased to be certified shall not be counted.

(g) In determining achievement of Project Specific Goals, the participation of a MBE or

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WBE shall not be counted until that amount has been paid to the MBE or WBE.

Sec. 34-297. Contract pre-award compliance procedures.

(a) For all solicitations, the bidder/proposer shall submit a Utilization Plan detailing all subcontractors from which the Contractor solicited bids or quotations, and if Project Specific Goals have been established, its achievement of the Goals or its Good Faith Efforts to do so. The Utilization Plan shall be due at the time the bid / proposal is due.

(b) Any agreement between a Contractor and a MBE or WBE in which the Contractor requires that the MBE or WBE not provide subcontracting quotations to other Contractors is prohibited.

(c) Where the Contractor cannot achieve the Project Specific Goal(s), the CC Director will determine whether the Contractor has made Good Faith Efforts to meet the Goal(s). In making this determination, the Director will consider, at a minimum, the Contractor's efforts to:

(1) Solicit through all reasonable and available means (e.g., attendance at pre-bid meetings, advertising and written notices) the interest of all MBEs and WBEs certified in the scopes of work of the contract. The Contractor shall provide interested MBEs and WBEs with timely, adequate information about the plans, specifications, and requirements of the contract to allow MBEs and WBEs to respond to the solicitation. The Contractor must follow up initial solicitations with interested MBEs and WBEs.

(2) Select portions of the work to be performed by MBEs and WBEs in order to increase the likelihood that the Project Specific Goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MBE and WBE participation, even when the Contractor would otherwise prefer to perform these work items with its own forces. It is the Contractor's responsibility to make a portion of the work available to MBEs and WBEs and to select those portions of the work or material needs consistent with the availability MBEs and WBEs to facilitate their participation.

(3) Negotiate in good faith with interested MBEs and WBEs. Evidence of such negotiation includes the names, addresses, and telephone numbers of MBEs and WBEs that were contacted; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and why agreements could not be reached with MBEs and WBEs. The Contractor may not reject MBEs and WBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. That there may be some additional costs involved in finding and using MBEs and WBEs is not in itself sufficient reason for a Contractor's failure to meet the Project Specific Goals, as long as such costs are reasonable. The ability or desire of a Contractor to perform the work of a contract with its own organization does not relieve it of the responsibility to make Good Faith Efforts on all scopes of work that could be subcontracted.

(4) Make efforts to assist interested MBEs and WBEs in obtaining bonding, lines of credit, or insurance as required by the County or the prime Contractor, where appropriate.

(5) Make efforts to assist interested MBEs and WBEs in obtaining necessary equipment, supplies, materials, or related assistance or services, where appropriate.

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(6) Use the services of the Office of Contract Compliance, available minority/women community organizations, minority/women contractors' groups, government sponsored minority/women business assistance offices and other appropriate organizations to provide assistance in the recruitment and placement of MBEs and WBEs.

(e) In determining whether a Contractor has made Good Faith Efforts, the performance of other Contractors in meeting the Project Specific Goals may be considered. For example, when the apparent successful Contractor fails to meet the Project Specific Goals but others meet it, it may be reasonably questioned whether, with additional reasonable efforts, the apparent successful Contractor could have met the Project Specific Goals. Similarly, if the apparent successful Contractor fails to meet the Project Specific Goals, but meets or exceeds the average MBE or WBE participation obtained by other Contractors, this may be evidence that the apparent successful Contractor made Good Faith Efforts.

(f) A signed letter of intent from each listed MBE or WBE, describing the work, materials, equipment or services to be performed or provided by the MBE or WBE and the agreed upon dollar value shall be due at the time of bid proposal or within three days after such submission.

(g) The CC Director shall timely review the Utilization Plan before award, including the scope of work and the letters of intent from MBEs and WBEs. The CC Director may request clarification in writing of items listed in the Utilization Plan, provided such clarification shall not include the opportunity to augment listed participation or Good Faith Efforts.

(h) If the CC Director determines that the Utilization Plan demonstrates that the Project Specific Goals have been achieved or Good Faith Efforts made, with the concurrence of the User Department, the CC Director and User Department shall recommend award to Procurement Officer Department.

(i) If the CC Director finds that a Contractor did not make sufficient Good Faith Efforts, the CC Director shall communicate this finding to the User Purchasing Department and recommend that the bid/proposal be rejected. A Contractor may protest this determination pursuant to the County's bid protest procedures.

Sec. 34-298. Contract administration procedures.

(a) Upon award of a contract by the County that includes Project Specific Goals, the Project Specific Goals become covenants of performance by the Contractors and incorporated in the contract.

(b) The Contractor shall provide a listing of all subcontractors to be used in the performance of the contract, and detailed subcontractor information to the County with each request for payment submitted to the County or as otherwise directed by the County. The CC Director and the User Department shall monitor subcontractor participation during the course of the contract. The County shall have full and timely access to the Contractor's books and records, including without limitation payroll records, tax returns and records and books of account, to determine the Contractor's compliance with its commitment to MBE and WBE participation and the status of any MBE or WBE performing any portion of the contract. This provision shall be in addition to, and not a substitute for, any other provision allowing inspection of the Contractor's records by any officer or official of the County for any purpose.

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(c) The Contractor cannot make changes to the Utilization Plan or substitute MBEs or WBEs named in the Utilization Plan without the prior written approval of the CC Director, Procurement Officer and the User Department. Unauthorized changes or substitutions shall be a violation of this subdivision and a breach of contract, and may constitute grounds for rejection of the bid or proposal or cause termination of the executed contract for breach, the withholding of payment and/or subject the Contractor to contract penalties or other sanctions.

(1) All requests for changes or substitutions of a MBE or WBE Subcontractor(s) named in the Utilization Plan shall be made to the CC Director, Procurement Officer and the User Department in writing, and shall clearly and fully set forth the basis for the request. A Contractor shall not substitute a MBE or WBE subcontractor or perform the work designated for a MBE or WBE subcontractor with its own forces unless and until the CC Director, Procurement Officer in consultation with the User Department, approves such substitution in writing. A Contractor shall not allow a substituted subcontractor to begin work until both the Director, Procurement Officer and the User Department have approved the substitution.

(2) The facts supporting the request must not have been known nor reasonably should have been known by either party before the submission of the Utilization Plan. Bid shopping is prohibited. The Contractor must negotiate with the MBE or WBE subcontractor to resolve the problem. Where there has been a mistake or disagreement about the scope of work, the MBE or WBE can be substituted only where an agreement cannot be reached for a reasonable price for the correct scope of work.

(3) Substitutions of the subcontractor shall be permitted only on the following bases:

- (i) Unavailability after receipt of reasonable notice to proceed.
- (ii) Failure of performance.
- (iii) Financial incapacity.
- (iv) Refusal by the subcontractor to honor the bid or proposal price.
- (v) Mistake of fact or law about the elements of the scope of work of a solicitation where agreement upon a reasonable price cannot be reached.
- (vi) Failure of the subcontractor to meet insurance, licensing or bonding requirements; or
- (vii) The subcontractor's withdrawal of its bid or proposal.

(4) The final decision whether to permit or deny the proposed substitution, and the basis of any denial, shall be communicated to the parties in writing by the CC Director.

(5) Where the Contractor has established the basis for the substitution to the satisfaction of the County, the Contractor shall make Good Faith Efforts to fulfill the Utilization Plan. The Contractor may seek the assistance of the Office of Contract Compliance in obtaining a new MBE or WBE. If the Project Specific Goal(s) cannot be reached and Good Faith Efforts have been made, the Contractor may substitute with a non-Certified Firm.

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(6) If the County requires the substitution of a MBE or WBE subcontractor listed in the Utilization Plan, the Contractor shall undertake Good Faith Efforts to fulfill the Utilization Plan. The Contractor may seek the assistance of the Office of Contract Compliance in obtaining a new MBE or WBE subcontractor. If the Goal(s) cannot be reached and Good Faith Efforts have been made, the Contractor may substitute with a non-Certified Firm.

(d) If a Contractor plans to hire a subcontractor on any scope of work that was not previously disclosed in the Utilization Plan, the Contractor shall obtain the approval of the CC Director to modify the Utilization Plan and must make Good Faith Efforts to ensure that MBES and WBEs have a fair opportunity to bid on the new scope of work.

(e) Changes to the scopes of work shall be documented by the User Department at the time they arise to establish the reasons for the change and the effect on achievement of the MBE or WBE goal.

(f) Prior to contract closeout, the CC Director shall evaluate the Contractor's fulfillment of the contracted goals, taking into account all approved substitutions, terminations and changes to the contract's scope of work. If the County determines that Good Faith Efforts to meet the MBE or WBE commitments were not made, or that fraudulent misrepresentations have been made, or any other breach of the contract or violation of this subdivision, a remedy or sanction may be imposed, as provided in the contract.

Sec. 34-299. Sanctions and penalties.

(a) The following violations of this subdivision may result in a breach of contract:

(1) Providing false or misleading information to the County in connection with submission of a bid, responses to requests for qualifications or proposals, Good Faith Efforts documentation, post award compliance, or other Program operations.

(2) Committing any other violations of this subdivision.

(b) A Contractor or subcontractor is subject to withholding of payments under the contract, termination of the contract for breach, contract penalties, or being barred or deemed non-responsive in future County solicitations and contracts as determined by the County's Procurement Officer, if it is found to have:

(1) Provided false or misleading information in connection with an application for certification or recertification or colluded with others to do so;

(2) Provided false or misleading information in connection with the submission of a bid or proposal or documentation of Good Faith Efforts, post-award compliance, or other Program operations or colluded with others to do so;

(3) Failed in bad faith to fulfill Project Specific Goals, thereby materially breaching the contract; or

(4) Failed to comply in good faith with substantive provisions of this subdivision.

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Sec. 34-300. Program review and sunset.

(a) The President and the Board of Commissioners shall receive quarterly and annual reports from the CC Director detailing the County's performance under the Program.

(b) The President and the Board of Commissioners will review these reports, including the Annual Participation Goals and the County's progress towards meeting those Goals and eliminating discrimination in its contracting activities and marketplace.

(c) Within five years after the effective date of this ordinance, the County will review the operation of the Program and the evidentiary basis for the Program in order to determine whether it the County has a continuing compelling interest in remedying discrimination against MBEs and WBEs in its construction marketplace, and the permissible scope of any narrowly tailored remedies to redress discrimination against MBEs or WBEs so that the County will not function as a passive participant in a discriminatory marketplace.

(d) This subdivision shall sunset on or before June 30, 2016.

DIVISION 9. CONTRACT MANAGEMENT

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Sec. 34-3001. Contracts

(a) *Purpose.* The purpose of this Division is to ensure that Contracts in an amount of \$1,000,000.00 or more are performed in accordance with the Contract terms.

(b) *Applicability.* This Division shall only apply to Contracts of \$1,000,000.00 or more.

(c) *Funding.* The extent to which this division shall be implemented shall be limited to the availability of funding. The Board encourages the County to seek out any available grant funding for this initiative.

Sec. 34-3012. Information to be contained in Contracts

All Contracts over \$1,000,000.00 should contain, but not be limited to, the following information, as applicable:

(a) Clearly state the specifications, contract period, allowable renewals or extension periods, and procedures for amendments or changes;

(b) Provide for specific measurable deliverables and reporting requirements, including due dates;

(c) Describe any payment schedules and escalation factors;

(d) Contain performance standards;

(e) Tie payments to the acceptance of deliverables or the final product;

(f) Contain all standard or required clauses as published in an RFP. Order of precedence should be addressed in case of a discrepancy between the RFP and the Contract;

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- (g) Contain appropriate signatures, approvals, acknowledgements, or witnesses; and
- (h) Be reviewed and approved as to form by an attorney from the Cook County State's Attorney's Office prior to execution.

Sec. 34-3023. Contract management for Contracts.

- (a) Using Agency responsibilities are as follows:
 - (1) Designate one or more individuals as the "Contract Manager" with the knowledge, skills, ability and time to monitor the Contract;
 - (2) The CPO may provide staff to assist the Using Agency in complying with this division.
- (b) Contract Manager's duties:
 - (1) Monitor performance of the Contract in accordance with its terms;
 - (2) Track budgets and compare invoices and charges to contract terms and conditions;
 - (3) Document the timeliness and acceptance or rejection of deliverables and initiate appropriate action to enforce the Contract terms; and
 - (4) Evaluate and document compliance with Contract requirements on a periodic basis during the term of the Contract and submit to the CPO.
- (c) CPO's duties:
 - (1) Create uniform evaluation forms for use by Contract Managers, to evaluate the extent to which the Contractor satisfied the Contract terms;
 - (2) Establish appropriate procedures to ensure that evaluations are utilized in determining whether a Bidder or Proposer is Responsible; provided, however, that evaluations made only within the past three years shall be considered;
 - (3) Assist Using Agencies in obtaining training through the National Contract Managers Association, Institute of Supply Management or National Institute of Government Purchasing standards, for Contract Managers.

DIVISION 10. INVOICES FOR SERVICES RENDERED

Sec. 34-3104. Invoices required for all service Contracts.

- (a) *Work Performed.* All Contracts for services, regardless of compensation structure, shall contain a provision requiring the Contractor to maintain and submit for review upon request by the Using Agency, itemized records indicating the dates that services were provided, a detailed description of the work performed on each such date, and the amount of time spent performing work on each such date.

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(b) *Expenses.* Contracts for services shall also require Contractors to submit documentation of the types and amounts of expenses incurred related to the work performed if the Contractor seeks reimbursement for any such expenses incurred.

(c) *Invoice Documentation.* All Contracts for services, regardless of compensation structure, shall contain a provision requiring the Contractor to submit itemized records indicating the dates or time period in which the services being invoiced were provided, a detailed description of the work performed for the time period being invoiced and the amount of time spent performing work for the time period in question. In addition, all Contracts for services that are procured as Sole Source must also contain a provision requiring the Contractor to submit itemized records indicating the dates that services were provided, a detailed description of the work performed on each such date, and the amount of time spent performing work on each such date.

(ed) *Payment.* All Contracts for services shall further require that the itemized work and expense records required in 34-310 (b) and (c) be submitted to the Using Agency with the Contractor's invoice as a condition of payment for any services rendered.

Sec. 34-31105. No payment prior to submission of invoice.

The Comptroller shall not issue a payment to any Contractor providing services who has not submitted the requisite invoice with work and expense records unless the Contractor has been approved for advance payment per the Contract. The Comptroller shall not issue an advance payment to any Contractor providing services unless the invoice includes written authorization from the Using Agency documenting the contractual basis for the advance payment. Contractors approved for advance payment shall be required to submit invoices providing work and expense records as described above in Section 34-310 on at least a monthly basis.

BE IT FURTHER ORDAINED THAT Chapter 34, Article IV, Division 10, Sec. 34-310 of the Cook County Code, is hereby amended as follows:

Sec. 34-310. Invoices required for all service Contracts.

(a) *Work Performed.* All Contracts for Professional and Consulting ~~s~~Services, regardless of compensation structure, shall contain a provision requiring the Contractor to maintain and submit for review upon request by the Using Agency, itemized records indicating the dates that services were provided, a detailed description of the work performed on each such date, and the amount of time spent performing work on each such date.

(b) *Expenses.* Contracts for Professional and Consulting ~~s~~Services shall also require Contractors to submit documentation of the types and amounts of expenses incurred related to the work performed if the Contractor seeks reimbursement for any such expenses incurred.

(c) *Invoice Documentation.* All Contracts for Professional and Consulting ~~s~~Services, regardless of compensation structure, shall contain a provision requiring the Contractor to submit itemized records indicating the dates or time period in which the services being invoiced were provided, a detailed description of the work performed for the time period being invoiced and the amount of time spent performing work for the time period in question. In addition, all Contracts for Professional and Consulting ~~s~~Services that are procured as Sole Source must also contain a provision requiring the Contractor to submit itemized records indicating the dates that services were provided, a detailed description of the work performed on each such date, and the amount of time spent performing work on each such date.

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(ed) *Payment.* All Contracts for Professional and Consulting ~~s~~Services shall further require that the itemized work and expense records required in 34-310 (b) and (c) be submitted to the Using Agency with the Contractor's invoice as a condition of payment for any Professional and Consulting ~~s~~Services rendered.

Sec. 34-311. No payment prior to submission of invoice.

The Comptroller shall not issue a payment to any Contractor providing Professional and Consulting ~~s~~Services who has not submitted the requisite invoice with work and expense records unless the Contractor has been approved for advance payment per the Contract. The Comptroller shall not issue an advance payment to any Contractor providing Professional and Consulting ~~s~~Services unless the invoice includes written authorization from the Using Agency documenting the contractual basis for the advance payment. Contractors approved for advance payment shall be required to submit invoices providing work and expense records as described above in Section 34-310 on at least a monthly basis.

BE IT FURTHER ORDAINED by the Cook County Board of Commissioners, that Chapter 32 Fees, Section 32-1 of the Cook County Code is hereby amended as follows:

	Description	Fees, Rates, Charges (in dollars)
34-283(a)	M/WBE Certification Fee	\$2050.00
34-283(b)	M/WBE Recertification Fee	\$100.00
34-283(e)	"No Change" Affidavit Processing Fee	\$50.00

This amendment shall be effective immediately upon passage.

*Referred to the Committee on Finance on 6-19-2012.

VICE CHAIRMAN SIMS, SECONDED BY COMMISSIONER GARCIA, MOVED TO ACCEPT A SUBSTITUTE TO THE PROPOSED ORDINANCE AMENDMENT. THE MOTION CARRIED, AND COMMUNICATION NO. 318664 WAS AMENDED BY SUBSTITUTION, AS FOLLOWS:

PROPOSED SUBSTITUTE ORDINANCE AMENDMENT to COMMUNICATION NO. 318664

Sponsored by

**THE HONORABLE TONI PRECKWINKLE, PRESIDENT AND
JOHN P. DALEY, COOK COUNTY BOARD OF COMMISSIONERS**

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NOW, THEREFORE, BE IT ORDAINED that Chapter 34, Article IV, Division 1, Sec. 34-121 of the Cook County Code, is hereby amended to include the following definition:

Professional Services means services rendered by members of a recognized profession or possessing a special skill. Such services are generally acquired to obtain information, advice, training or direct assistance.

BE IT FURTHER ORDAINED by the Cook County Board of Commissioners, that Chapter 34, Article IV, Division 1, Sec. 34-125 of the Cook County Code, is hereby amended as follows:

Sec. 34-125. - Powers and duties of the Chief Procurement Officer.

The Chief Procurement Officer shall:

- (a) Make all Procurements and conduct all activities related to the Procurement Process in accordance with the Procurement Code and any procedures promulgated pursuant hereto;
- (b) Establish and maintain procurement policies and procedures, and standardized documents and forms to implement the Procurement Code;
- (c) Cooperate with the Contracts Compliance Director to coordinate the procurement process with the Minority- and Women-Owned Business Program established pursuant to Division 8 of this Procurement Code;
- (d) Develop and maintain procedures for disseminating information and notice of procurement opportunities;
- (e) Have authority to implement innovative procurement methods and processes pursuant to this Procurement Code;
- (f) Have authority to approve and execute an assignment of or an amendment to a Contract; provided that any such amendment does not extend the Contract by more than one year, and further provided that the total cost of all such amendments does not increase the amount of the Contract beyond the authority of the CPO granted in Section 34-123, ~~or in the case of Contracts approved by the Board, provided that the total cost of all such amendments does not increase the Contract by more than 10%;~~
- (g) Have authority to establish the commencement and expiration dates of any Contract as necessary to permit the Contract period to commence upon the date of Execution of the Contract by the County, unless another commencement date is specified in the Contract;
- (h) Within the CPO's authority, approve and execute Contracts;
- (i) Ensure that all certifications, statements and affidavits required by this Procurement Code are submitted;
- (j) Determine when supplies, materials and equipment are obsolete or unusable, and trade in, sell or dispose of such property, except for such property which is the responsibility of the Cook County Health and Hospitals System;
- (k) Compile and maintain information for all Procurements, including those Procurements ~~and Contract amendments~~ which do not require Board approval. The CPO shall submit a report to the Board on a monthly basis listing the Procurements ~~and Procurement amendments executed by the CPO~~ that do not

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require Board approval, including a list of each Person from whom the County makes such a Procurement and the method of Procurement applied, as well as Procurements that authorize the advance payment for services. Such reports shall include:

- (1) The name of the Vendor;
- (2) A brief description of the product or service provided;
- (3) The name of the Using Department and budgetary account from which the funds are being drawn; and
- (4) The amount and term of the Procurement; and
- (5) The amount and/or extension period of the amendment, if applicable.

Such report shall be provided to the Board of Commissioners in an electronic format.

~~The CPO shall work with the Comptroller to also provide a monthly report of the individual and total aggregate amount disbursements made for Procurements that do not require Board approval. The Comptroller shall provide to the Board of Commissioners a report of all payments made pursuant to contracts for supplies, materials and equipment and for professional and managerial services for Cook County, including the separately elected Officials, which involve an expenditure of \$150,000.00 or more, within two weeks of being made. Such reports shall include:~~

- (1) The name of the Vendor;
- (2) A brief description of the product or service provided;
- (3) The name of the Using Department and budgetary account from which the funds are being drawn; and

(1) The CPO shall work with the Comptroller to provide a monthly report of the individual and total aggregate amount disbursements made for Procurements that do not require Board approval. The Comptroller shall provide to the Board of Commissioners a report of all payments made pursuant to contracts for supplies, materials and equipment and for professional and managerial services for Cook County, including the separately elected Officials, which involve an expenditure of \$150,000.00 or more, within two weeks of being made. Such reports shall include:

- (1) The name of the Vendor;
- (2) A brief description of the product or service provided;
- (3) The name of the Using Department and budgetary account from which the funds are being drawn; and
- (4) The contract number under which the payment is being made.

Such report shall be provided to the Board of Commissioners in an electronic format.

~~(4m) Make available on the County's website information related to all Procurements, including, but not limited to, a list of Contracts and a list of Contractors and subcontractors;~~

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(mn) Keep a record of any Person who has been disqualified under Division 4, Disqualification; Penalties, and shall provide such record to the Cook County Health and Hospitals System;

(no) Have authority to terminate a Contract in accordance with its terms;

(op) Issue notices of violation to enforce the provisions of this Code, as applicable, and institute enforcement proceedings under Chapter 2, Article IX, as appropriate;

(pq) Work with the Comptroller to assure that Contractors are not paid in advance of performance, unless such advance payment is provided for and properly justified in the Contract; and

(qr) Have charge of such other Procurement activities as may be assigned by the President or the Board.

BE IT FURTHER ORDAINED by the Cook County Board of Commissioners, that Chapter 34, Article IV, Division 2, Sec. 34-144(a) of the Cook County Code, is hereby amended as follows:

Sec. 34-144. Innovative procurement.

(a) The CPO may make a Procurement using innovative methods of procurement, including but not limited to electronic procurement, reverse auctions, electronic bidding, electronic auctions, prequalification, and pilot procurement programs that have no cost to the County. In order to implement innovative methods of procurement, either directly or through a service provider, the CPO must make a determination that such process is competitive and in the best interest of the County.

BE IT FURTHER ORDAINED THAT Chapter 34, Article IV, Division 8, Subdivision 1, Sec. 34-260 of the Cook County Code, is hereby amended as follows:

Sec. 34-260. Short title.

This subdivision shall be known and may be cited as the Cook County Minority- and Women-Owned Business Enterprise General Ordinance. This subdivision is applicable to all Contracts, including except Public Works Contracts ~~other than as modified pursuant to which are governed by~~ ~~s~~Subdivision 2 of this Division 8.

BE IT FURTHER ORDAINED THAT Chapter 34, Article IV, Division 8, Subdivision 1, Sec. 34-263 of the Cook County Code, is hereby amended as follows:

Sec. 34-263. Definitions.

The following words, terms and phrases, when used in this Subdivision I, including both subdivision I and subdivision II, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning. Capitalized terms not defined in this section are defined in Division 1 of this Procurement Code, or in Sec. 1-3 of the County Code. Additional terms applicable to subdivision II are set forth in such subdivision.

County Marketplace means the Metropolitan Statistical Area for Chicago, as established by the Bureau of the Census six-county region, currently the counties of Cook, DuPage, Kane, Lake, KendallMcHenry and Will.

BE IT FURTHER ORDAINED THAT Chapter 34, Article IV, Division 8, Subdivision II, Sections 34-285 to 289 of the Cook County Code, are hereby amended as follows:

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Sec. 34-285. Short title; incorporation of provisions.

This subdivision may be known and cited as the Cook County Public Works Minority- and Women-Owned Business Enterprise Ordinance and may be cited as such. ~~The provisions of the Cook County Minority and Women Owned business Enterprise General Ordinance are applicable to Public Works Contracts, except to the extent modified hereby.~~

Sec. 34-286. Findings.

(a) The findings set forth in subdivision I Sec. 34-261 of this division 8 are incorporated herein by this reference.

(b) ~~After~~ ~~F~~the requirement in subdivision I that minority- and women-owned businesses (M/WBEs) be allotted certain percentages of County construction contracts was ruled unconstitutional, ~~the County witnessed a drastic reduction in M/WBE construction prime contract and subcontract participation, as applied to construction contracts in Builders Association of Greater Chicago v. County of Cook, 256 F.3d 642 (7th Cir. 2001). See also Builders Association of Greater Chicago v. City of Chicago, 2003 WL 1786489, 2003 U.S. Dist. Lexis 23287 (N.D. Ill. 2003).~~

(c) The President and the Board of Commissioners of the County of Cook, after considering (i) evidence presented at trial in *Builders Association of Greater Chicago v. City of Chicago*, 298 F.Supp.2d 725 (N.D. Ill. 2003) and *Northern Contracting, Inc. v. Illinois Department of Transportation*, 2005 U.S. Dist. LEXIS 19868 (N.D. Ill. Sept. 8, 2005); (ii) County statistical evidence of continuing discrimination against Blacks, Hispanics, Asians and women in the County's Procurements; (iii) the Report title, "Review of Compelling Evidence of Discrimination Against Minority- and Women-Owned Business Enterprise in the Chicago Area Construction Industry and Recommendations for Narrowly Tailored Remedies for Cook County, Illinois;" as well as (iv) anecdotal evidence of discrimination against minorities and women in the County's Public Works Contracts; and (v) receiving and considering written reports, adopts the following findings as a strong basis in evidence supporting a narrowly tailored, remedial affirmative action program in Public Works Contracts.

(d) The County seeks to provide a level playing field and equal access for all prime contractors and subcontractors to participate in Public Works Contracts;

(e) The County has engaged in committee hearings in which the County has heard anecdotal evidence of discrimination in the construction industry, has commissioned and reviewed the ~~a~~ study entitled "The Status of Minority and Women-Owned Business Enterprises Relevant to Construction Activity In and Around Cook County, Illinois"(the "NERA Study") on the levels of PCE participation in Public Works Contracts, ~~has reviewed the report prepared indicating evidence of discrimination in Public Works Contracts~~ and has considered the evidence in relevant case law; and

(f) The NERA Study made recommendations for a revised Minority and Women owned business program for construction contracting, emphasizing the establishment of Project-specific goals, implementation of race and gender neutral measures, and enhancements to data gathering, implementation and performance monitoring of the program;

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(g) The County has a compelling interest in preventing discrimination and desires to reaffirm its commitment to full and fair opportunities for all firms to participate in its construction contracts.

Sec. 34-287 Policy.

~~Based on the findings set forth in subdivision I, Sec. 34-261 and the findings set forth in subdivision II, Sec. 34-286, and in addition to the policy set forth at Sec. 34-262, the policy and purpose of this subdivision is to establish and implement goals for participation of PCEs in Public Works Contracts, in accordance with all applicable laws.~~

It is hereby found, determined and declared that the purpose of this Ordinance is to ensure the full and equitable participation of Minority- and Women-Owned Business Enterprises in the County's procurement process as both prime and subcontractors in the County's Public Works contracts. The County is committed to a policy of preventing discrimination in the award of or participation in Public Works contracts and has recommended appropriate narrowly tailored remedies to eliminate any such discrimination.

Sec. 34-288. Program goals. Applicability.

~~The Program Goal applicable to Public Works Contracts shall be a goal of twenty four percent (24%) of the annual total dollar amount of Public Works Contracts to MBEs and a goal of not less than ten percent (10%) of the annual total dollar amount of Public Works Contracts to WBEs. In establishing a Contract Specific Goal for Public Works Contracts, the CCD shall consider the availability of sufficient Certified MBEs and WBEs for each trade required as part of the project.~~

This subdivision shall apply to all Public Works contracts, regardless of the sources of other funds; provided that any Public Works contract with respect to which a goal for Minority-Owned Business Enterprise or Women-Owned Business Enterprise participation is inconsistent with or prohibited by State or Federal law shall be exempt from the goals included in this subdivision.

Sec. 34-289. Commercially Useful Function. Severability.

~~To determine whether a PCE is performing a Commercially Useful Function, the County will evaluate whether the portion of the work subcontracted to or by a PCE is in accordance with industry standards. For example, if a PCE subcontracts a greater portion of the work of a Contract than would be expected based on normal industry practice, it is presumed not to perform a Commercially Useful Function. In addition, to perform a Commercially Useful Function, the PCE must be responsible, with respect to materials, equipment and supplies used in performing its portion of the Contract, for negotiating price, determining whether quality meets specifications, ordering the material, installing (where applicable) and paying for the material itself.~~

If any section, subsection, clause or provision of this subdivision is held to be invalid by a court of competent jurisdiction, the remainder of the subdivision shall not be affected by such invalidity.

Sec. 34-290. Definitions.

The following terms shall have the following meanings:

Affiliate of a person or entity means a person or entity that directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the person or entity. In

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determining Affiliation, the County shall consider all appropriate factors, including common ownership, common management, and contractual relationships.

Annual Participation Goals mean the targeted levels established by the County for the annual aggregate participation of MBEs and WBEs in County construction contracts.

Business means a sole proprietorship, partnership, corporation, limited liability company, Joint Venture or any other business or professional entity.

Certified Firm means a firm that has been accepted by the County as a certified MBE or WBE.

Contractor means any Business that seeks to enter into a construction contract with the County, other than for professional services, and includes all partners and Affiliates Business.

Commercially Useful Function means responsibility for the execution of a distinct element of the work of the contract, which is carried out by actually performing, managing, and supervising the work involved, or fulfilling responsibilities as a Joint Venture partner.

Compliance Contract Director or “CC Director” means the Contract Compliance Director.
County means the County of Cook and its participating User Departments.

County's Marketplace means the Metropolitan Statistical Area for Chicago, as established by the Bureau of the Census six-county region, currently the counties of Cook, DuPage, Kane, Lake, Kendall, McHenry and Will.

Doing Business means having a physical location from which to engage in for profit activities in the scope(s) of expertise of the Business.

Economically Disadvantaged means an individual with a Personal Net Worth less than \$2,000,000.00 indexed annually for the Chicago Metro Area Consumer Price Index, published by the U.S. Department of Labor, Bureau of Labor Standards, beginning January 2007.

Expertise means demonstrated skills, knowledge or ability to perform in the field of endeavor in which certification is sought by the Business, as defined by normal industry practices, including licensure where required.

Good Faith Efforts means actions undertaken by a Contractor to achieve an MBE or WBE goal, which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the Program's goals.

Joint Venture means an association of two or more Businesses proposing to perform a for profit business enterprise. Joint Ventures must have an agreement in writing specifying the terms and conditions of the relationships between the partners and their relationship and responsibility to the contract.

Local Business means a Business located within the County's Marketplace which has the majority of its regular, full time work force located within the County's Marketplace.

Local Small Business means a Local Business which is also a Small Business.

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Manufacturer means a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.

Minority Business Enterprise (MBE) means a Business:

- (1) Which is at least 51 percent owned by one or more Minority Individuals, or in the case of a publicly owned Business, at least 51 percent of all classes of the stock of which is owned by one or more Minority Individuals;
- (2) Whose management, policies, major decisions and daily business operations are independently managed and controlled by one or more Minority Individuals
- 3) Which performs a Commercially Useful Function;
- (4) Which is a Certified Firm; and
- (5) Which is a Local Small Business.

Minority Individual means:

- (1) African-Americans or Blacks, which includes persons having origins in any of the Black racial groups of Africa;
- (2) Hispanic-Americans, which includes persons of Mexican, Puerto Rican, Cuban, Caribbean, Dominican, Central or South American;
- (3) Native-Americans, which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians; or
- (4) Asian-Americans, which includes persons whose origins are in any of the original peoples of the Far East, Southeast Asia, the islands of the Pacific or the Northern Marianas, or the Indian Subcontinent; or
- (5) Individual members of other groups, including but not limited to Arab-Americans, found by the County to be socially disadvantaged by having suffered racial or ethnic prejudice or cultural bias within American society, without regard to individual qualities, resulting in decreased opportunities to compete in the County's marketplace or to do business with the County.

Owned means having all of the customary incidents of ownership, including the right of disposition, and sharing in all of the risks, responsibilities and profits commensurate with the degree of ownership.

Personal Net Worth means the net value of the assets of an individual after total liabilities are deducted. An individual's personal net worth does not include the individual's ownership interest in an applicant or other County certified MBE or WBE, provided that the other firm is certified by a governmental agency that meets the County's eligibility criteria or the individual's equity in his or her primary place or residence. As to assets held jointly with his or her spouse, an individual's personal net worth includes only that individual's share of such assets. An individual's net worth also includes the present value of the individual's interest in any vested pension plans, individual retirement accounts, or

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other retirement savings or investment programs less the tax and interest penalties that would be imposed if the asset were distributed at the present time.

Program means the Program established by the Minority- and Women- Owned Business Enterprise Interim Ordinance.

Project Specific Goals means the Goals established for a particular project or contract based upon the availability of MBEs or WBEs in the scopes of work of the Project.

Public Works means all fixed works constructed or demolished by the County, or paid for wholly or in part out of public funds administered by the County. "Public Works" as defined herein includes all projects financed in whole or in part with bonds, grants, loans, or other funds made available by or through federal or State government, or the County. "Public Works" does not include projects undertaken by the owner at an owner-occupied single-family residence or at an owner-occupied unit of a multi-family residence. "Public Works" includes any maintenance, repair, assembly, or disassembly work performed on equipment whether owned, leased, or rented.

Regular Dealer means a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a Regular Dealer, the firm must be an established, regular Business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A firm may be a Regular Dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business if the firm both owns and operates distribution equipment for the products. Any supplementing of a Regular Dealer's distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis. Packagers, manufacture representatives, or other persons who arrange or expedite transactions are not Regular Dealers.

Small Business means a small business as defined by the U.S. Small Business Administration, pursuant to the business size standards found in 13 CFR Part 121, relevant to the scope(s) of work the firm seeks to perform on County contracts. A firm is not an eligible small business enterprise in any calendar fiscal year in which its gross receipts, averaged over the firm's previous five fiscal years, exceed the size standards of 13 CFR Part 121.

Socially Disadvantaged means a Minority Individual or Woman who has been subjected to racial, ethnic or gender prejudice or cultural bias within American society because of his or her identity as a member of a group and without regard to individual qualities. Social disadvantage must stem from circumstances beyond the individual's control. A Socially Disadvantaged individual must be a citizen or lawfully admitted permanent resident of the United States.

User Department means the department of the County or elected official responsible for initiating the procurement process.

Utilization Plan means the list of MBEs and WBEs that the Bidder/Proposer commits will be utilized, the scopes of the work and the dollar values or the percentages of the work to be performed.

Woman means a person of the female gender.

Woman-Owned Business Enterprise (WBE) means a Business:

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- (1) Which is at least 51 percent owned by one or more Women, or in the case of a publicly owned Business, at least 51 percent of all classes of the stock of which is owned by one or more Women;
- (2) Whose management, policies, major decisions and daily business operations are independently managed and controlled by one or more such Women;
- (3) Which performs a Commercially Useful Function;
- (4) Which is a Certified Firm; and
- (5) Which is a Local Small Business.

Sec. 34-291. Program administration.

(a) The CC Director who shall report to the President of the Board of Commissioners of Cook County, shall administer the Program, and whose duties shall include:

- (1) Formulating, proposing and implementing rules and regulations for the development, implementation and monitoring of the Program.
- (2) Providing information and assistance to MBEs and WBEs relating to County procurement practices and procedures, and bid specifications, requirements, goals and prerequisites.
- (3) Establishing uniform procedures and criteria for certifying, recertifying and decertifying Businesses as MBEs and WBEs, accepting certifications by other agencies, and maintaining a directory of Certified Firms.
- (4) Establishing Project Specific Goals, in collaboration with the User Department.
- (5) Evaluating Contractors' achievement of Project Specific Goals or and Good Faith Efforts to meet Project Specific Goals.
- (6) Working with User Departments to monitor contracts to ensure prompt payments to MBEs and WBEs and compliance with Project Specific Goals and commitments, including gathering data to facilitate such monitoring.
- (7) Receiving, reviewing, and acting upon complaints and suggestions concerning the Program.
- (8) Collecting data to evaluate the Program and other County contracting initiatives.
- (9) Monitoring the Program and the County's progress towards the Annual Participation Goals. The CC Director shall report on a quarterly and annual basis to the President on the administration and operations of the Program.

(b) The User Departments that receive appropriate delegation for project management, contract management, and/or construction and/or design contract responsibility shall have the following duties and responsibilities with regard to the Program:

- (1) Assisting the CC Director with setting Project Specific Goals.

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- (2) Assisting in the identification of available MBEs and WBEs, and providing other assistance in meeting the Project Specific Goals.
- (3) Performing other activities to support the Program.
- (4) Gathering and maintaining prime contracting and subcontracting data for those contracts which they manage.
- (5) Submitting subcontracting data as required to the CC Director.

Sec. 34-292. Race- and gender-neutral measures to ensure equal opportunities for all contractors and subcontractors.

The County shall develop and use measures to facilitate the participation of all firms in County construction contracting activities. These measures shall include, but are not limited to:

- (a) Arranging solicitation times for the presentations of bids, quantities, specifications, and delivery schedules to facilitate the participation of interested firms;
- (b) Segmenting, structuring or issuing contracts to facilitate the participation of MBEs, WBEs and other Small Businesses;
- (c) Providing timely information on contracting procedures, bid preparation and specific contracting opportunities;
- (d) Providing assistance to Business in overcoming barriers such as difficulty in obtaining bonding and financing;
- (e) Holding pre-bid conferences, where appropriate, to explain the projects and to encourage Contractors to use all available qualified firms as subcontractors;
- (f) Adopting prompt payment procedures, including, requiring by contract that prime Contractors promptly pay subcontractors;
- (g) Reviewing retainage, bonding and insurance requirements to eliminate unnecessary barriers to contracting with the County;
- (h) Collecting information from all prime Contractors on County construction contracts detailing the bids received from all subcontractors for County construction contracts and the expenditures to subcontractors utilized by prime Contractors on County construction contracts;
- (i) At the discretion of the CC Director, letting a representative sample of County construction contracts without goals, to determine MBE and WBE utilization in the absence of goals;
- (j) Maintaining information on all firms bidding on County prime contracts and subcontracts; and
- (k) Referring complaints of discrimination to Cook County's Commission on Human Relations, or other appropriate authority, for investigation.

Sec. 34-293. Program eligibility.

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(a) Only Businesses that meet the criteria for certification as a MBE or WBE may participate in the Program. The applicant has the burden of persuasion by a preponderance of the evidence.

(b) Only a firm owned by a Socially and Economically Disadvantaged person(s) may be certified as a MBE or WBE.

(1) The firm's ownership by a Socially and Economically Disadvantaged person must be real, substantial, and continuing, going beyond pro forma ownership of the firm as reflected in ownership documents. The owner(s) must enjoy the customary incidents of ownership and share in the risks and profits commensurate with that ownership interest.

(2) The contributions of capital or Expertise by the Socially and Economically Disadvantaged owner(s) to acquire the ownership interest must be real and substantial. If Expertise is relied upon as part of a Socially and Economically Disadvantaged owner's contribution to acquire ownership, the Expertise must be of the requisite quality generally recognized in a specialized field, in areas critical to the firm's operations, indispensable to the firm's potential success, specific to the type of work the firm performs and documented in the firm's records. The individual whose Expertise is relied upon must have a commensurate financial investment in the firm.

(c) Only a firm that is managed and controlled by a Socially and Economically Disadvantaged person(s) may be certified as a MBE or WBE.

(1) A firm must not be subject to any formal or informal restrictions that limit the customary discretion of the Socially and Economically Disadvantaged owner(s). There can be no restrictions through corporate charter provisions, by-law provisions, contracts or any other formal or informal devices that prevent the Socially and Economically Disadvantaged owner(s), without the cooperation or vote of any non-Socially and Economically Disadvantaged person, from making any business decision of the firm, including the making of obligations or the disbursing of funds.

(2) The Socially and Economically Disadvantaged owner(s) must possess the power to direct or cause the direction of the management and policies of the firm and to make day-to-day as well as long-term decisions on management, policy, operations and work.

(3) The Socially and Economically Disadvantaged owner(s) may delegate various areas of the management or daily operations of the firm to persons who are not Socially and Economically Disadvantaged. Such delegations of authority must be revocable, and the Socially and Economically Disadvantaged owner(s) must retain the power to hire and fire any such person. The Socially and Economically Disadvantaged owner(s) must actually exercise control over the firm's operations, work, management and policy.

(4) The Socially and Economically Disadvantaged owner(s) must have an overall understanding of, and managerial and technical competence, experience and Expertise, directly related to the firm's operations and work. The Socially and Economically Disadvantaged owner(s) must have the ability to intelligently and critically evaluate information presented by other participants in the firm's activities and to make independent decisions concerning the firm's daily operations, work, management, and policymaking.

(5) If federal, state and/or local laws, regulations or statutes require the owner(s) to have a particular license or other credential to own and/or control a certain type of firm, then the

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Socially and Economically Disadvantaged owner(s) must possess the required license or credential. If state law, County ordinance or other law regulations or statute does not require that the owner posses the license or credential, that the owner(s) lacks such license or credential is a factor, but is not dispositive, in determining whether the Socially and Economically Disadvantaged owner(s) actually controls the firm.

(6) A Socially and Economically Disadvantaged owner cannot engage in outside employment or other business interests that conflict with the management of the firm or prevent the owner from devoting sufficient time and attention to the affairs of the firm to manage and control its day to day activities.

(d) Only an independent firm may be certified as a MBE or WBE. An independent firm is one whose viability does not depend on its relationship with another firm. Recognition of an applicant as a separate entity for tax or corporate purposes is not necessarily sufficient to demonstrate that a firm is independent and non-Affiliated. In determining whether an applicant is an independent Business, the CC Director will:

(1) Scrutinize relationships with non-Certified Firms in such areas as personnel, facilities, equipment, financial and/or bonding support, and other resources.

(2) Consider whether present or recent employer/employee relationships between the Socially and Economically Disadvantaged owner(s) of the applicant and non-Certified Firms or persons associated with non-Certified Firms compromise the applicant's independence.

(3) Examine the applicant's relationships with non-Certified Firms to determine whether a pattern of exclusive or primary dealings with non-Certified Firm compromises the applicant's independence.

(4) Consider the consistency of relationships between the applicant and non-Certified Firms with normal industry practice.

(e) An applicant shall be certified only for specific types of work in which the Socially and Economically Disadvantaged owner(s) has the ability and Expertise to manage and control the firm's operations and work.

(f) The County shall certify the eligibility of Joint Ventures involving MBEs or WBEs and non-Certified Firms. To be considered an eligible Joint Venture, at least one partner of the Joint Venture must be a Certified Firm, with a share in the capital contribution, control, management, risks, and profits of the Joint Venture which is equal to its ownership interest. Each Certified Firm partner must contribute property, capital, efforts, skill and knowledge and be responsible for a distinct, clearly defined portion of the work of the contract. Joint Ventures must have an agreement in writing specifying the terms and conditions of the relationships between the partners and their relationship and responsibility to the contract.

(g) In lieu of conducting its own certifications, the CC Director by rule may accept formal certifications by other entities as meeting the requirements of the Program, if the CC Director determines that the certification standards of such entities are comparable to those of the County.

(h) The certification status of all MBEs and WBEs shall be reviewed periodically by the Office of Contract Compliance. Failure of the firm to seek recertification by filing the necessary documentation with the CC Director as provided by rule may result in decertification.

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(i) It is the responsibility of the Certified Firm to notify the CC Director of any change in its circumstances affecting its continued eligibility for the Program, including decertification by another agency. Failure to do so may result in the firm's decertification.

(j) The CC Director shall decertify a firm that does not continuously meet the eligibility criteria.

(k) Decertification by another agency shall create a prima facie case for decertification by the County. The challenged firm shall have the burden of proving that its County certification should be maintained.

(l) A firm that has been denied certification or recertification or has been decertified may protest the denial or decertification as provided by rule.

(m) A firm found to be ineligible may not apply for certification for six (6) months after the effective date of the final decision.

(n) A third party may challenge the eligibility of an applicant for certification or a Certified Firm as provided by rule. Such challenges shall be signed and sworn by the individual challenging the eligibility of an applicant for certification or a certified form. The burden of proof shall rest with the complainant. Such challenges to eligibility shall be subject to an appeal. The CC Director shall be the final arbiter of all challenges. The presumption that the challenged firm is eligible shall remain in effect until the CC Director renders a final decision.

Sec. 34-294. Annual aspirational goals.

The Annual Aspirational Goals for the utilization of MBEs and WBEs on County Public Works contracts and subcontracts shall be twenty-four percent for MBEs and ten (10) percent for WBEs.

Sec. 34-295. Project specific goals.

The CC Director, in consultation with the User Department, shall establish Project Specific Goals for construction Contracts based upon the availability of at least three MBEs and three WBEs to perform the anticipated subcontracting functions of the project and the County's utilization of MBEs and WBEs to date.

Sec. 34-296. Counting MBE and WBE participation.

(a) The entire amount of that portion of a contract that is performed by the MBEs or WBEs own forces shall be counted, including the cost of supplies and materials obtained by the MBE or WBE for the work of the contract, and supplies purchased or equipment leased by the MBE or WBE (except supplies and equipment the MBE or WBE purchases or leases from the prime Contractor or the prime Contractor's Affiliate).

(b) The entire amount of fees or commissions charged by a MBE or WBE for providing a bona fide service, such as professional, technical, consultant or managerial services, or for providing bonds or insurance specifically required for the performance of a contract, shall be counted, provided the fee is reasonable and not excessive as compared with fees customarily charged for similar services.

(c) When a MBE or WBE performs as a participant in a Joint Venture, only the portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the Joint

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Venture's contract that is performed by the MBE or WBE with its own forces and for which it is separately at risk, shall be counted.

(d) Only expenditures to a MBE or WBE that is performing a Commercially Useful Function shall be counted. To determine whether a MBE or WBE is performing a Commercially Useful Function, the County will evaluate the amount of work subcontracted, industry practices, whether the amount the MBE or WBE is to be paid under the contract is commensurate with the work it is actually performing and other relevant factors. To perform a Commercially Useful Function, the MBE or WBE must be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, installing (where applicable) and paying for the material itself. A MBE or WBE does not perform a Commercially Useful Function if its role is limited to that of an extra participant in the contract through which funds are passed in order to obtain the appearance of MBE or WBE participation. If a MBE or WBE subcontracts a greater portion of the work of a contract than would be expected based on normal industry practice, it is presumed not to perform a Commercially Useful Function. When a MBE or WBE is presumed not to be performing a Commercially Useful Function, the Certified Firm may present evidence to rebut this presumption.

(e) One hundred percent of the cost of the materials or supplies obtained from a MBE or WBE Manufacturer or Regular Dealer shall be counted. One hundred percent of the fees or transportation charges for the delivery of materials or supplies required on a job site shall be counted only if the payment of such fees is a customary industry practice and are commensurate with fees customarily charged for similar services.

(f) If a firm ceases to be a Certified Firm for any other reason than graduation from the M/WBE Construction Program during its performance on a contract, the dollar value of work performed under a contract with that firm after it has ceased to be certified shall not be counted.

(g) In determining achievement of Project Specific Goals, the participation of a MBE or WBE shall not be counted until that amount has been paid to the MBE or WBE.

Sec. 34-297. Contract pre-award compliance procedures.

(a) For all solicitations, the bidder/proposer shall submit a Utilization Plan detailing all subcontractors from which the Contractor solicited bids or quotations, and if Project Specific Goals have been established, its achievement of the Goals or its Good Faith Efforts to do so. The Utilization Plan shall be due at the time the bid / proposal is due.

(b) Any agreement between a Contractor and a MBE or WBE in which the Contractor requires that the MBE or WBE not provide subcontracting quotations to other Contractors is prohibited.

(c) Where the Contractor cannot achieve the Project Specific Goal(s), the CC Director will determine whether the Contractor has made Good Faith Efforts to meet the Goal(s). In making this determination, the Director will consider, at a minimum, the Contractor's efforts to:

(1) Solicit through all reasonable and available means (e.g., attendance at pre-bid meetings, advertising and written notices) the interest of all MBEs and WBEs certified in the scopes of work of the contract. The Contractor shall provide interested MBEs and WBEs with timely, adequate information about the plans, specifications, and requirements of the contract to allow MBEs and WBEs to respond to the solicitation. The Contractor must follow up initial solicitations with interested MBEs and WBEs.

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(2) Select portions of the work to be performed by MBEs and WBEs in order to increase the likelihood that the Project Specific Goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MBE and WBE participation, even when the Contractor would otherwise prefer to perform these work items with its own forces. It is the Contractor's responsibility to make a portion of the work available to MBEs and WBEs and to select those portions of the work or material needs consistent with the availability MBEs and WBEs to facilitate their participation.

(3) Negotiate in good faith with interested MBEs and WBEs. Evidence of such negotiation includes the names, addresses, and telephone numbers of MBEs and WBEs that were contacted; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and why agreements could not be reached with MBEs and WBEs. The Contractor may not reject MBEs and WBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. That there may be some additional costs involved in finding and using MBEs and WBEs is not in itself sufficient reason for a Contractor's failure to meet the Project Specific Goals, as long as such costs are reasonable. The ability or desire of a Contractor to perform the work of a contract with its own organization does not relieve it of the responsibility to make Good Faith Efforts on all scopes of work that could be subcontracted.

(4) Make efforts to assist interested MBEs and WBEs in obtaining bonding, lines of credit, or insurance as required by the County or the prime Contractor, where appropriate.

(5) Make efforts to assist interested MBEs and WBEs in obtaining necessary equipment, supplies, materials, or related assistance or services, where appropriate.

(6) Use the services of the Office of Contract Compliance, available minority/women community organizations, minority/women contractors' groups, government sponsored minority/women business assistance offices and other appropriate organizations to provide assistance in the recruitment and placement of MBEs and WBEs.

(e) In determining whether a Contractor has made Good Faith Efforts, the performance of other Contractors in meeting the Project Specific Goals may be considered. For example, when the apparent successful Contractor fails to meet the Project Specific Goals but others meet it, it may be reasonably questioned whether, with additional reasonable efforts, the apparent successful Contractor could have met the Project Specific Goals. Similarly, if the apparent successful Contractor fails to meet the Project Specific Goals, but meets or exceeds the average MBE or WBE participation obtained by other Contractors, this may be evidence that the apparent successful Contractor made Good Faith Efforts.

(f) A signed letter of intent from each listed MBE or WBE, describing the work, materials, equipment or services to be performed or provided by the MBE or WBE and the agreed upon dollar value shall be due at the time of bid proposal or within three days after such submission.

(g) The CC Director shall timely review the Utilization Plan before award, including the scope of work and the letters of intent from MBEs and WBEs. The CC Director may request clarification in writing of items listed in the Utilization Plan, provided such clarification shall not include the opportunity to augment listed participation or Good Faith Efforts.

(h) If the CC Director determines that the Utilization Plan demonstrates that the Project Specific Goals have been achieved or Good Faith Efforts made, with the concurrence of the User Department, the CC Director and User Department shall recommend award to Procurement Officer Department.

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(i) If the CC Director finds that a Contractor did not make sufficient Good Faith Efforts, the CC Director shall communicate this finding to the User Purchasing Department and recommend that the bid/proposal be rejected. A Contractor may protest this determination pursuant to the County's bid protest procedures.

Sec. 34-298. Contract administration procedures.

(a) Upon award of a contract by the County that includes Project Specific Goals, the Project Specific Goals become covenants of performance by the Contractors and incorporated in the contract.

(b) The Contractor shall provide a listing of all subcontractors to be used in the performance of the contract, and detailed subcontractor information to the County with each request for payment submitted to the County or as otherwise directed by the County. The CC Director and the User Department shall monitor subcontractor participation during the course of the contract. The County shall have full and timely access to the Contractor's books and records, including without limitation payroll records, tax returns and records and books of account, to determine the Contractor's compliance with its commitment to MBE and WBE participation and the status of any MBE or WBE performing any portion of the contract. This provision shall be in addition to, and not a substitute for, any other provision allowing inspection of the Contractor's records by any officer or official of the County for any purpose.

(c) The Contractor cannot make changes to the Utilization Plan or substitute MBEs or WBEs named in the Utilization Plan without the prior written approval of the CC Director, Procurement Officer and the User Department. Unauthorized changes or substitutions shall be a violation of this subdivision and a breach of contract, and may constitute grounds for rejection of the bid or proposal or cause termination of the executed contract for breach, the withholding of payment and/or subject the Contractor to contract penalties or other sanctions.

(1) All requests for changes or substitutions of a MBE or WBE Subcontractor(s) named in the Utilization Plan shall be made to the CC Director, Procurement Officer and the User Department in writing, and shall clearly and fully set forth the basis for the request. A Contractor shall not substitute a MBE or WBE subcontractor or perform the work designated for a MBE or WBE subcontractor with its own forces unless and until the CC Director, Procurement Officer in consultation with the User Department, approves such substitution in writing. A Contractor shall not allow a substituted subcontractor to begin work until both the Director, Procurement Officer and the User Department have approved the substitution.

(2) The facts supporting the request must not have been known nor reasonably should have been known by either party before the submission of the Utilization Plan. Bid shopping is prohibited. The Contractor must negotiate with the MBE or WBE subcontractor to resolve the problem. Where there has been a mistake or disagreement about the scope of work, the MBE or WBE can be substituted only where an agreement cannot be reached for a reasonable price for the correct scope of work.

(3) Substitutions of the subcontractor shall be permitted only on the following bases:

(i) Unavailability after receipt of reasonable notice to proceed.

(ii) Failure of performance.

(iii) Financial incapacity.

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- (iv) Refusal by the subcontractor to honor the bid or proposal price.
- (v) Mistake of fact or law about the elements of the scope of work of a solicitation where agreement upon a reasonable price cannot be reached.
- (vi) Failure of the subcontractor to meet insurance, licensing or bonding requirements; or
- (vii) The subcontractor's withdrawal of its bid or proposal.

(4) The final decision whether to permit or deny the proposed substitution, and the basis of any denial, shall be communicated to the parties in writing by the CC Director.

(5) Where the Contractor has established the basis for the substitution to the satisfaction of the County, the Contractor shall make Good Faith Efforts to fulfill the Utilization Plan. The Contractor may seek the assistance of the Office of Contract Compliance in obtaining a new MBE or WBE. If the Project Specific Goal(s) cannot be reached and Good Faith Efforts have been made, the Contractor may substitute with a non-Certified Firm.

(6) If the County requires the substitution of a MBE or WBE subcontractor listed in the Utilization Plan, the Contractor shall undertake Good Faith Efforts to fulfill the Utilization Plan. The Contractor may seek the assistance of the Office of Contract Compliance in obtaining a new MBE or WBE subcontractor. If the Goal(s) cannot be reached and Good Faith Efforts have been made, the Contractor may substitute with a non-Certified Firm.

(d) If a Contractor plans to hire a subcontractor on any scope of work that was not previously disclosed in the Utilization Plan, the Contractor shall obtain the approval of the CC Director to modify the Utilization Plan and must make Good Faith Efforts to ensure that MBES and WBEs have a fair opportunity to bid on the new scope of work.

(e) Changes to the scopes of work shall be documented by the User Department at the time they arise to establish the reasons for the change and the effect on achievement of the MBE or WBE goal.

(f) Prior to contract closeout, the CC Director shall evaluate the Contractor's fulfillment of the contracted goals, taking into account all approved substitutions, terminations and changes to the contract's scope of work. If the County determines that Good Faith Efforts to meet the MBE or WBE commitments were not made, or that fraudulent misrepresentations have been made, or any other breach of the contract or violation of this subdivision, a remedy or sanction may be imposed, as provided in the contract.

Sec. 34-299. Sanctions and penalties.

(a) The following violations of this subdivision may result in a breach of contract:

(1) Providing false or misleading information to the County in connection with submission of a bid, responses to requests for qualifications or proposals, Good Faith Efforts documentation, post award compliance, or other Program operations.

(2) Committing any other violations of this subdivision.

(b) A Contractor or subcontractor is subject to withholding of payments under the contract, termination of the contract for breach, contract penalties, or being barred or deemed non-responsive in

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future County solicitations and contracts as determined by the County's Procurement Officer, if it is found to have:

- (1) Provided false or misleading information in connection with an application for certification or recertification or colluded with others to do so;
- (2) Provided false or misleading information in connection with the submission of a bid or proposal or documentation of Good Faith Efforts, post-award compliance, or other Program operations or colluded with others to do so;
- (3) Failed in bad faith to fulfill Project Specific Goals, thereby materially breaching the contract; or
- (4) Failed to comply in good faith with substantive provisions of this subdivision.

Sec. 34-300. Program review and sunset.

(a) The President and the Board of Commissioners shall receive quarterly and annual reports from the CC Director detailing the County's performance under the Program.

(b) The President and the Board of Commissioners will review these reports, including the Annual Participation Goals and the County's progress towards meeting those Goals and eliminating discrimination in its contracting activities and marketplace.

(c) Within five years after the effective date of this ordinance, the County will review the operation of the Program and the evidentiary basis for the Program in order to determine whether it the County has a continuing compelling interest in remedying discrimination against MBEs and WBEs in its construction marketplace, and the permissible scope of any narrowly tailored remedies to redress discrimination against MBEs or WBEs so that the County will not function as a passive participant in a discriminatory marketplace.

(d) This subdivision shall sunset on or before June 30, 2016.

DIVISION 9. CONTRACT MANAGEMENT

Sec. 34-3001. Contracts

(a) Purpose. The purpose of this Division is to ensure that Contracts in an amount of \$1,000,000.00 or more are performed in accordance with the Contract terms.

(b) Applicability. This Division shall only apply to Contracts of \$1,000,000.00 or more.

(c) Funding. The extent to which this division shall be implemented shall be limited to the availability of funding. The Board encourages the County to seek out any available grant funding for this initiative.

Sec. 34-3012. Information to be contained in Contracts

All Contracts over \$1,000,000.00 should contain, but not be limited to, the following information, as applicable:

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- (a) Clearly state the specifications, contract period, allowable renewals or extension periods, and procedures for amendments or changes;
- (b) Provide for specific measurable deliverables and reporting requirements, including due dates;
 - (a) Describe any payment schedules and escalation factors;
 - (d) Contain performance standards;
 - (e) Tie payments to the acceptance of deliverables or the final product;
- (f) Contain all standard or required clauses as published in an RFP. Order of precedence should be addressed in case of a discrepancy between the RFP and the Contract;
- (g) Contain appropriate signatures, approvals, acknowledgements, or witnesses; and
- (h) Be reviewed and approved as to form by an attorney from the Cook County State's Attorney's Office prior to execution.

Sec. 34-3023. Contract management for Contracts.

- (a) Using Agency responsibilities are as follows:
 - (1) Designate one or more individuals as the "Contract Manager" with the knowledge, skills, ability and time to monitor the Contract;
 - (2) The CPO may provide staff to assist the Using Agency in complying with this division.
- (b) Contract Manager's duties:
 - (1) Monitor performance of the Contract in accordance with its terms;
 - (2) Track budgets and compare invoices and charges to contract terms and conditions;
 - (3) Document the timeliness and acceptance or rejection of deliverables and initiate appropriate action to enforce the Contract terms; and
 - (4) Evaluate and document compliance with Contract requirements on a periodic basis during the term of the Contract and submit to the CPO.
- (c) CPO's duties:
 - (1) Create uniform evaluation forms for use by Contract Managers, to evaluate the extent to which the Contractor satisfied the Contract terms;
 - (2) Establish appropriate procedures to ensure that evaluations are utilized in determining whether a Bidder or Proposer is Responsible; provided, however, that evaluations made only within the past three years shall be considered;

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(3) Assist Using Agencies in obtaining training through the National Contract Managers Association, Institute of Supply Management or National Institute of Government Purchasing standards, for Contract Managers.

DIVISION 10. INVOICES FOR SERVICES RENDERED

Sec. 34-310. Invoices required for all service Contracts.

(a) *Work Performed.* All Contracts for Professional and Consulting ~~s~~Services, regardless of compensation structure, shall contain a provision requiring the Contractor to maintain and submit for review upon request by the Using Agency, itemized records indicating the dates that services were provided, a detailed description of the work performed on each such date, and the amount of time spent performing work on each such date.

(b) *Expenses.* Contracts for Professional and Consulting ~~s~~Services shall also require Contractors to submit documentation of the types and amounts of expenses incurred related to the work performed if the Contractor seeks reimbursement for any such expenses incurred.

(c) *Invoice Documentation.* All Contracts for Professional and Consulting ~~s~~Services, regardless of compensation structure, shall contain a provision requiring the Contractor to submit itemized records indicating the dates or time period in which the services being invoiced were provided, a detailed description of the work performed for the time period being invoiced and the amount of time spent performing work for the time period in question. In addition, all Contracts for Professional and Consulting ~~s~~Services that are procured as Sole Source must also contain a provision requiring the Contractor to submit itemized records indicating the dates that services were provided, a detailed description of the work performed on each such date, and the amount of time spent performing work on each such date.

(ed) *Payment.* All Contracts for Professional and Consulting ~~s~~Services shall further require that the itemized work and expense records required in 34-310 (b) and (c) be submitted to the Using Agency with the Contractor's invoice as a condition of payment for any Professional and Consulting ~~s~~Services rendered.

Sec. 34-311. No payment prior to submission of invoice.

The Comptroller shall not issue a payment to any Contractor providing Professional and Consulting ~~s~~Services who has not submitted the requisite invoice with work and expense records unless the Contractor has been approved for advance payment per the Contract. The Comptroller shall not issue an advance payment to any Contractor providing Professional and Consulting ~~s~~Services unless the invoice includes written authorization from the Using Agency documenting the contractual basis for the advance payment. Contractors approved for advance payment shall be required to submit invoices providing work and expense records as described above in Section 34-310 on at least a monthly basis.

BE IT FURTHER ORDAINED by the Cook County Board of Commissioners, that Chapter 32 Fees, Section 32-1 of the Cook County Code is hereby amended as follows:

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	Description	Fees, Rates, Charges (in dollars)
34-283(a)	M/WBE Certification Fee	\$20 <u>50</u> .00
34-283(b)	M/WBE Recertification Fee	\$100.00
34-283(c)	"No Change" Affidavit Processing Fee	\$50.00

This amendment shall be effective immediately upon passage.

VICE CHAIRMAN SIMS, SECONDED BY COMMISSIONER GARCIA MOVED TO DEFER CONSIDERATION OF THE PROPOSED AMENDMENT TO THE COOK COUNTY PROCUREMENT CODE (COMMUNICATION NO. 318664). THE MOTION CARRIED, AND COMMUNICATION NO. 318664 WAS DEFERRED AS AMENDED BY SUBSTITUTION.

318661 **OFFICE OF THE CHIEF JUDGE, JUDICIARY** from Timothy C. Evans, Chief Judge. Transmitting a Communication, dated May 30, 2012:

requesting authorization for Cook County to increase by \$1,227,890.00 and extend for one (1) year from August 1, 2012, through July 31, 2013, the interagency agreement with the Illinois Housing Development Authority (IHDA), Chicago, Illinois, for the management of housing counseling services for the Circuit Court of Cook County's Mortgage Foreclosure Mediation Program.

Board approved amount 03-02-10:	\$1,500,000.00
Increase approved amount 03-01-11:	500,000.00
Increase approved amount 07-12-11:	71,750.00
Increase approved amount 07-27-11:	1,650,250.00
Increase requested:	<u>1,227,890.00</u>
Adjusted amount:	\$4,749,890.00

Reason: Under this proposed extension, IHDA will maintain services developed by the court in consultation with members of the Cook County Board of Commissioners. These services include housing counseling workshops in local neighborhoods and fee-for-service arrangements for counseling agencies. Additionally, IHDA will dedicate additional housing counseling services to backlogged mediations. The extension will provide the time necessary to complete a Request for Proposals for a new agreement.

Estimated Fiscal Impact: \$1,227,890.00 (2012 - \$410,000; 2013 - \$817,890). Agreement extension: August 1, 2012, through July 31, 2013. (310-260 Account).

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Approval of this item would commit Fiscal Year 2013 funds.

***Referred to the Committee on Finance on 6-19-12.**

**COMMISSIONER SUFFREDIN, SECONDED BY COMMISSIONER TOBOLSKI,
MOVED TO APPROVE COMMUNICATION NO. 318661. THE MOTION
CARRIED.**

318662 **OFFICE OF THE CHIEF JUDGE, JUDICIARY** from Timothy C. Evans, Chief Judge.

Transmitting a Communication, dated May 30, 2012:

requesting authorization for the Procurement Officer to increase by \$700,000 and extend for one (1) year from August 1, 2012, through July 31, 2013, Contract No. 10-41-40 with the Chicago Community Trust, Chicago, Illinois, to provide community outreach services for the Circuit Court's Mortgage Foreclosure Mediation Program.

Board approved amount 03-02-10:	\$250,000.00
Increase approved amount 12-14-2010:	125,000.00
Increase approved amount 03-01-2011:	167,000.00
Increase approved amount 07-12-2011:	27,500.00
Increase approved amount 07-27-2011:	632,500.00
Increase requested:	<u>700,000.00</u>
Adjusted amount:	\$1,902,000.00

Reason: Under this proposed extension, the Chicago Community Trust will maintain services developed by the court in consultation with members of the Cook County Board of Commissioners. These services include face-to-face community outreach, and developing, printing, and distributing an informational folder for residents facing foreclosure. The folder consists of a process map to help residents understand each step in the foreclosure and mediation process, as well as an informational reference of court facilities. The extension will provide the time necessary to complete a Request for Proposals for a new contract.

Estimated Fiscal Impact: \$700,000.00 (2012 - \$233,333; 2013 - \$466,667). Contract extension: August 1, 2012, through July 31, 2013. (310-260 Account).

Approval of this item would commit Fiscal Year 2013 funds.

***Referred to the Committee on Finance on 6-19-12.**

**COMMISSIONER SUFFREDIN, SECONDED BY COMMISSIONER TOBOLSKI,
MOVED TO APPROVE COMMUNICATION NO. 318662. THE MOTION
CARRIED.**

318663 **OFFICE OF THE CHIEF JUDGE, JUDICIARY** from Timothy C. Evans, Chief Judge.

Transmitting a Communication, dated May 30, 2012:

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year from August 1, 2012, through July 31, 2013, Contract No. 10-41-33 with the Chicago Bar Foundation, Chicago, Illinois, to provide legal aid and mediation services for the Circuit Court's Mortgage Foreclosure Mediation Program.

Board approved amount 03-02-10:	\$ 600,713.00
Increase approved amount 10-05-2010:	120,595.00
Increase approved amount 12-14-2010:	241,185.00
Increase approved amount 03-01-2011:	321,580.00
Increase approved amount 07-12-2011:	53,170.00
Increase approved amount 07-27-2011:	1,223,807.00
Increase requested:	<u>1,578,667.00</u>
Adjusted amount:	\$4,139,717.00

Reason: Under this proposed extension, the Chicago Bar Foundation will maintain services developed by the court in consultation with members of the Cook County Board of Commissioners. These services include adding additional staff attorneys and support staff to increase capacity, to continue improving communications and information flow among program service providers, as well as ensuring timely services provided to litigants. A one year extension will provide the time necessary to complete a Request for Proposals for a new contract.

Estimated Fiscal Impact: \$1,578,667.00 (2012 - \$527,000; 2013 - \$1,051,667). Contract extension: August 1, 2012, through July 31, 2013. (310-260 Account).

Approval of this item would commit Fiscal Year 2013 funds.

***Referred to the Committee on Finance on 6-19-12.**

COMMISSIONER SUFFREDIN, SECONDED BY COMMISSIONER TOBOLSKI, MOVED TO APPROVE COMMUNICATION NO. 318663. THE MOTION CARRIED.

COOK COUNTY, ILLINOIS
COMPTROLLER'S OFFICE JOURNAL
BILLS TRANSMITTED FROM DEPARTMENT OF HIGHWAYS
COOK COUNTY HIGHWAY DEPARTMENT – JULY 10, 2012

VENDOR	DESCRIPTION	AMOUNT
<u>MOTOR FUEL TAX FUND NO. 600-600</u>		
Capitol Cement Company	Section: 01-A5020-02-RP Lake Cook Road East of Wilmot Road to Pfingsten Road Estimate # 18	142,263.56
Hecker & Company, Inc.	Section: 10-TSCMC-08-TL Traffic Signal (53 Loc.) Modernization and LED Retrofit Estimate # 13	8,214.00

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K-Five Construction Corporation	Section: 03-W3017-03-FP 88th Avenue 103rd St. to 87th St. Estimate # 7	455,014.96
Plote Construction, Inc.	Section: 10-A7816-02-RS Group 1-2011 Willow Road/Wheeling Road Estimate # 8 & Final	5,973.84
Meade Electric Company, Inc	12-8EMIM-40-GM Maintenance Charges March, 2012 April, 2012	177,466.20 177,049.20
Meade Electric Company, Inc	12-8EMIM-40-GM Extra work Authorization No. 2012017 Authorization No. 2012011 Authorization No. 2012009	500.00 64.00 109.50
Village of Deerfield	11-8EMIM-39-GM Extra work Authorization No. 2011018 Authorization No. 2011034 Authorization No. 2011033 Authorization No. 2011030 Authorization No. 2011031 Authorization No. 2011027	210.00 2,048.93 1,151.44 10,437.00 986.00 7,491.87
Village of Richton Park	12-8EMIM-40-GM Water Charges Pump Station No. 4 Lake Cook Road at Metra Railroad Account No. 61-0620 From March 5, 2012 to March 28, 2012 From March 28, 2012 to April 23, 2012 From April 23, 2012 to May 31, 2012	12.70 12.70 17.09
S.T.A.T.E. Testing LLC	12-8EMIM-40-GM Water Charge Pump Station No. 3 Sauk Trail & I. C. G. RR Account No. 0096905200-00 From January 27, 2012 to April 23, 2012	83.32
	Section: 05-B6422-03-FP 183rd Street	108.52
	Section: 01-A5020-02-RP Lake-Cook Road	108.52

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Section: 03-W3017-03-FP 88th Avenue	864.54
Section: 09-B6736-03-FP Joe Orr Road	1,081.59
Section: 09-W7441-02-RS Mt. Prospect Road	2,590.27
Section: 11-V6244-02-RS5 Quentin Road	41.25
Section: 11-W3841-04-RS Harms Road	2,607.44
Section: 09-6HISP-33-ES CQA	3,002.63

COMMISSIONER SCHNEIDER, SECONDED BY COMMISSIONER GOSLIN, MOVED TO ADJOURN. THE MOTION CARRIED AND THE MEETING WAS ADJOURNED.

Respectfully submitted,

COMMITTEE ON FINANCE

JOHN P. DALEY, Chairman

ATTEST: MATTHEW B. DeLEON, Secretary

Commissioner Daley, seconded by Commissioner Sims, moved that the Report of the Finance Committee be approved and adopted. **The motion carried unanimously.**

REPORT OF THE FINANCE LABOR SUBCOMMITTEE

July 10, 2012

The Honorable,
The Board of Commissioners of Cook County

ATTENDANCE

Present: Chairman Murphy, Vice Chairman Garcia, Commissioners Butler, Reyes and Sims (5)

Absent: Commissioners Fritchey and Gainer (2)

Also Present: Commissioners Beavers, Daley, Goslin, Schneider, Silvestri and Steele; Maureen O'Donnell - Chief, Bureau of Human Resources; Lisa Meader – Deputy Bureau Chief – Director of Labor Relations

JOURNAL OF PROCEEDINGS FOR JULY 10, 2012

Ladies and Gentlemen:

Your Labor Subcommittee of the Board of Commissioners of Cook County met pursuant to notice on Tuesday, July 10, 2012 at the hour of 9:30 A.M. in the Board Room, Room 569, County Building, 118 North Clark Street, Chicago, Illinois.

Your Subcommittee has considered the following items and, upon adoption of this report, the recommendations are as follows:

318666 APPROVING SALARY SCHEDULE (PROPOSED RESOLUTION). Transmitting a Communication, dated June 19, 2012 from Maureen O'Donnell, Chief, Bureau of Human Resources. Transmitting herewith a Salary Schedule for your consideration and approval. Submitting a Proposed Resolution sponsored by Toni Preckwinkle, President, Cook County Board of Commissioners.

PROPOSED RESOLUTION

APPROVING SALARY SCHEDULE

WHEREAS, the Illinois Public Employee Labor Relations Act (5 ILCS 315/1 et seq.) has established regulations regarding collective bargaining with a union; and

WHEREAS, the Salary Schedule and wage adjustments for the period of December 1, 2008 through November 30, 2012 have been negotiated between the County of Cook/Sheriff of Cook County; County of Cook/Treasurer of Cook County; County of Cook/Recorder of Deeds; County of Cook/Office of the Public Administrator and Service Employees International Union (SEIU); and

WHEREAS, the general increases and wage adjustments that have been negotiated are reflected in the Salary Schedule and are included in the Collective Bargaining Agreement negotiated between the County of Cook/Clerk of Cook County; County of Cook/Sheriff of Cook County; County of Cook/Treasurer of Cook County; County of Cook/Recorder of Deeds; County of Cook/Office of the Public Administrator and the County of Cook Service Employees International Union (SEIU); and

NOW THEREFORE BE IT RESOLVED, that the Cook County Board of Commissioners does hereby approve the Salary Schedule and wage adjustments negotiated between the County of Cook/Clerk of Cook County; County of Cook/Sheriff of Cook County; County of Cook/Treasurer of Cook County; County of Cook/Recorder of Deeds; County of Cook/Office of the Public Administrator and the County of Cook Service Employees International Union (SEIU); and

BE IT FURTHER RESOLVED, that the Chief of the Bureau of Human Resources and the Cook County Comptroller are hereby authorized to implement the Salary Schedule and wage adjustments as negotiated.

***Referred to the Finance Subcommittee on Labor on June 19, 2012.**

Vice Chairman Garcia, seconded by Commissioner Reyes, moved to Accept the Substitute to Communication No. 318666. The motion carried.

SUBSTITUTE TO COMMUNICATION #318666

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Proposed Resolution Approving Salary Schedules

WHEREAS, the Illinois Public Employee Labor Relations Act (5 ILCS 315/1 et seq.) has established regulations regarding collective bargaining with a union; and

WHEREAS, the Salary Schedules and wage adjustments for the period of December 1, 2008 through November 30, 2012 have been negotiated between the County of Cook/Sheriff of Cook County; County of Cook/Treasurer of Cook County; County of Cook/Recorder of Deeds; County of Cook/Office of the Public Administrator and Service Employees International Union (SEIU)Local 73; and

WHEREAS, the general increases and wage adjustments that have been negotiated are reflected in the Salary Schedules and are included in the Collective Bargaining Agreements negotiated between the County of Cook/Clerk of Cook County representing the Clerk's Supervisors and Clerical Staff; County of Cook/Sheriff of Cook County representing Youth Administrative Staff and Sheriff Clerical employees; County of Cook/Treasurer of Cook County; County of Cook/Recorder of Deeds; County of Cook/Office of the Public Administrator and the County of Cook Service Employees International Union (SEIU) Local 73; and

NOW THEREFORE BE IT RESOLVED, that the Cook County Board of Commissioners does hereby approve the Salary Schedules and wage adjustments negotiated between the County of Cook/Clerk of Cook County; County of Cook/Sheriff of Cook County; County of Cook/Treasurer of Cook County; County of Cook/Recorder of Deeds; County of Cook/Office of the Public Administrator and the County of Cook Service Employees International Union (SEIU) Local 73; and

BE IT FURTHER RESOLVED, that the Chief of the Bureau of Human Resources and the Cook County Comptroller are hereby authorized to implement the Salary Schedules and wage adjustments as negotiated.

Commissioner Sims, seconded by Commissioner Reyes, moved the Approval of Communication No. 318666 as amended. The motion carried.

**12-R-288
RESOLUTION
Sponsored by
THE HONORABLE TONI PRECKWINKLE, PRESIDENT
OF THE COOK COUNTY BOARD OF COMMISSIONERS**

APPROVING SALARY SCHEDULE

WHEREAS, the Illinois Public Employee Labor Relations Act (5 ILCS 315/1 et seq.) has established regulations regarding collective bargaining with a union; and

WHEREAS, the Salary Schedules and wage adjustments for the period of December 1, 2008 through November 30, 2012 have been negotiated between the County of Cook/Sheriff of Cook County; County of Cook/Treasurer of Cook County; County of Cook/Recorder of Deeds; County of Cook/Office of the Public Administrator and Service Employees International Union (SEIU) Local 73; and

WHEREAS, the general increases and wage adjustments that have been negotiated are reflected in the Salary Schedules and are included in the Collective Bargaining Agreements negotiated between the County of Cook/Clerk of Cook County representing the Clerk's Supervisors and Clerical Staff; County of

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Cook/Sheriff of Cook County representing Youth Administrative Staff and Sheriff Clerical employees; County of Cook/Treasurer of Cook County; County of Cook/Recorder of Deeds; County of Cook/Office of the Public Administrator and the County of Cook Service Employees International Union (SEIU) Local 73.

NOW, THEREFORE, BE IT RESOLVED, that the Cook County Board of Commissioners does hereby approve the Salary Schedules and wage adjustments negotiated between the County of Cook/Clerk of Cook County; County of Cook/Sheriff of Cook County; County of Cook/Treasurer of Cook County; County of Cook/Recorder of Deeds; County of Cook/Office of the Public Administrator and the County of Cook Service Employees International Union (SEIU) Local 73; and

BE IT FURTHER RESOLVED, that the Chief of the Bureau of Human Resources and the Cook County Comptroller are hereby authorized to implement the Salary Schedules and wage adjustments as negotiated.

Approved and adopted this 10th day of July 2012.

TONI PRECKWINKLE, President
Cook County Board of Commissioners

Attest: DAVID ORR, County Clerk

318667 APPROVING SALARY SCHEDEULE (PROPOSED RESOLUTION). Transmitting a Communication, dated June 19, 2012 from Maureen O'Donnell, Chief, Bureau of Human Resources. Transmitting herewith a Salary Schedule for your consideration and approval. Submitting a Proposed Resolution sponsored by Toni Preckwinkle, President, Cook County Board of Commissioners.

PROPOSED RESOLUTION

APPROVING SALARY SCHEDULE

WHEREAS, the Illinois Public Employee Labor Relations Act (5 ILCS 315/1 et seq.) has established regulations regarding collective bargaining with a union; and

WHEREAS, the Salary Schedule and wage adjustments for the period of December 1, 2008 through November 30, 2012 has been negotiated between the County of Cook and Service Employees International Union (SEIU) representing employees in the following County Departments: Animal Control, Building & Zoning, Law Library, Highway Clericals, Facilities Management, Technical & Engineering, Purchasing Clericals, Environmental Control, Cook County Works, Office Technology and Zoning Board of Appeals; and

WHEREAS, the general increases and wage adjustments that have been negotiated are reflected in the Salary Schedule and are included in the Collective Bargaining Agreement negotiated between the County of Cook and Service Employees International Union (SEIU)

NOW THEREFORE BE IT RESOLVED, that the Cook County Board of Commissioners does hereby approve the Salary Schedule and wage adjustments negotiated between the County of Cook and Service Employees International Union (SEIU) provided by the Bureau of Human Resources; and

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BE IT FURTHER RESOLVED, that the Chief of the Bureau of Human Resources and the Cook County Comptroller are hereby authorized to implement the Salary Schedule and wage adjustments as negotiated.

***Referred to the Finance Subcommittee on Labor on June 19, 2012.**

Vice Chairman Garcia, seconded by Commissioner Reyes, moved to Accept the Substitute to Communication No. 318667. The motion carried.

SUBSTITUTE TO COMMUNICATION #318667

Proposed Resolution

Approving Salary Schedules

WHEREAS, the Illinois Public Employee Labor Relations Act (5 ILCS 315/1 et seq.) has established regulations regarding collective bargaining with a union; and

WHEREAS, the Salary Schedules and wage adjustments for the period of December 1, 2008 through November 30, 2012 has been negotiated between the County of Cook and Service Employees International Union (SEIU) Local 73 representing employees in the following County Departments: Animal Control, Building & Zoning, Law Library, Highway Clericals, Facilities Management, Technical & Engineering, Purchasing Clericals, Environmental Control, Cook County Works, Office Technology and Zoning Board of Appeals; and

WHEREAS, the general increases and wage adjustments that have been negotiated are reflected in the Salary Schedules and are included in the Collective Bargaining Agreement negotiated between the County of Cook and Service Employees International Union (SEIU) Local 73; and

NOW THEREFORE BE IT RESOLVED, that the Cook County Board of Commissioners does hereby approve the Salary Schedules and wage adjustments negotiated between the County of Cook and Service Employees International Union (SEIU) Local 73 provided by the Bureau of Human Resources; and

BE IT FURTHER RESOLVED, that the Chief of the Bureau of Human Resources and the Cook County Comptroller are hereby authorized to implement the Salary Schedules and wage adjustments as negotiated.

Vice Chairman Garcia, seconded by Commissioner Reyes, moved the Approval of Communication No. 318667 as Amended. The motion carried.

12-R-289

RESOLUTION

Sponsored by

**THE HONORABLE TONI PRECKWINKLE, PRESIDENT
OF THE COOK COUNTY BOARD OF COMMISSIONERS**

APPROVING SALARY SCHEDULE

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WHEREAS, the Illinois Public Employee Labor Relations Act (5 ILCS 315/1 et seq.) has established regulations regarding collective bargaining with a union; and

WHEREAS, the Salary Schedules and wage adjustments for the period of December 1, 2008 through November 30, 2012 has been negotiated between the County of Cook and Service Employees International Union (SEIU) Local 73 representing employees in the following County Departments: Animal Control, Building & Zoning, Law Library, Highway Clericals, Facilities Management, Technical & Engineering, Purchasing Clericals, Environmental Control, Cook County Works, Office Technology and Zoning Board of Appeals; and

WHEREAS, the general increases and wage adjustments that have been negotiated are reflected in the Salary Schedules and are included in the Collective Bargaining Agreement negotiated between the County of Cook and Service Employees International Union (SEIU) Local 73.

NOW, THEREFORE, BE IT RESOLVED, that the Cook County Board of Commissioners does hereby approve the Salary Schedules and wage adjustments negotiated between the County of Cook and Service Employees International Union (SEIU) Local 73 provided by the Bureau of Human Resources; and

BE IT FURTHER RESOLVED, that the Chief of the Bureau of Human Resources and the Cook County Comptroller are hereby authorized to implement the Salary Schedules and wage adjustments as negotiated.

Approved and adopted this 10th day of July 2012.

TONI PRECKWINKLE, President
Cook County Board of Commissioners

Attest: DAVID ORR, County Clerk

318668 APPROVING A COLLECTIVE BARGAINING AGREEMENT (PROPOSED RESOLUTION). Transmitting a Communication, dated June 19, 2012 from Maureen O'Donnell, Chief, Bureau of Human Resources. Transmitting herewith a Collective Bargaining Agreement for your consideration and approval. Submitting a Proposed Resolution sponsored by Toni Preckwinkle, President, Cook County Board of Commissioners.

PROPOSED RESOLUTION

APPROVING A COLLECTIVE BARGAINING AGREEMENT

WHEREAS, the Illinois Public Employee Labor Relations Act (5 ILCS 315/1 et seq.) has established regulations regarding collective bargaining with a union; and

WHEREAS, the Collective Bargaining Agreement for the period of December 1, 2008 through November 30, 2012 between the County of Cook/Sheriff of Cook County and Teamsters Local 700, representing Correctional Officers, Investigator II's and Canine Officers has been negotiated; and

WHEREAS, the salary adjustments and negotiated wage increases have already been approved and are reflected in the salary schedule included in the Collective Bargaining

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Agreement between the County of Cook/Sheriff of Cook County and Teamsters Local 700; and

NOW THEREFORE BE IT RESOLVED, that the Cook County Board of Commissioners does hereby approve the Collective Bargaining Agreement between the County of Cook/Sheriff of Cook County and Teamsters Local 700.

***Referred to the Finance Subcommittee on Labor on June 19, 2012.**

Vice Chairman Garcia, seconded by Commissioner Reyes, moved the approval of Communication No. 318668. The motion carried.

12-R-290

RESOLUTION

Sponsored by

**THE HONORABLE TONI PRECKWINKLE, PRESIDENT
OF THE COOK COUNTY BOARD OF COMMISSIONERS**

APPROVING A COLLECTIVE BARGAINING AGREEMENT

WHEREAS, the Illinois Public Employee Labor Relations Act (5 ILCS 315/1 et seq.) has established regulations regarding collective bargaining with a union; and

WHEREAS, the Collective Bargaining Agreement for the period of December 1, 2008 through November 30, 2012 between the County of Cook/Sheriff of Cook County and Teamsters Local 700, representing Correctional Officers, Investigator II's and Canine Officers has been negotiated; and

WHEREAS, the salary adjustments and negotiated wage increases have already been approved and are reflected in the salary schedule included in the Collective Bargaining Agreement between the County of Cook/Sheriff of Cook County and Teamsters Local 700.

NOW, THEREFORE, BE IT RESOLVED, that the Cook County Board of Commissioners does hereby approve the Collective Bargaining Agreement between the County of Cook/Sheriff of Cook County and Teamsters Local 700.

Approved and adopted this 10th day of July 2012.

TONI PRECKWINKLE, President
Cook County Board of Commissioners

Attest: DAVID ORR, County Clerk

Chairman Murphy asked the Secretary to the Board to call upon the registered public speaker, in accordance with Cook County Code, Sec. 2-107(dd):

1. Latanya Harris	Mental Health Specialist, Cermak Hospital
2. Michael Easter	Former Mental Health Specialist, Cermak Hospital
3. Betty Bowles	Vice President, SEIU Local 73
4. George Blakemore	Concerned Citizen

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Commissioner Reyes moved to adjourn the meeting, seconded by Vice Chairman Garcia. The motion carried and the meeting was adjourned.

YOUR COMMITTEE RECOMMENDS THE FOLLOWING ACTION WITH REGARD TO THE MATTER NAMED HEREIN:

Communication No. 318666	Approved as Amended
Communication No. 318667	Approved as Amended
Communication No. 318668	Approved

Respectfully submitted,

FINANCE LABOR SUBCOMMITTEE

JOAN PATRICIA MURPHY, Chairman

ATTEST: MATTHEW B. DeLEON, Secretary

Commissioner Daley, seconded by Commissioner Steele, moved that the Report of the Finance Labor Subcommittee be approved and adopted. **The motion carried unanimously.**

REPORT OF THE COMMITTEE ON LEGISLATION AND INTERGOVERNMENTAL RELATIONS

July 10, 2012

The Honorable,
The Board of Commissioners of Cook County

ATTENDANCE

Present: Chairman Suffredin, Vice Chairman Fritchey, Commissioners Beavers, Daley, Garcia, Goslin, Murphy, Schneider, Silvestri, Sims, Steele and Tobolski (12)

Absent: Commissioners Butler, Collins, Gainer, Gorman and Reyes (5)

Also Present: Patrick Driscoll, Cook County State's Attorney's Office; Jason Moran, Cook County Sheriff's Office; Polly Kuehl, Evergreen Real Estate Services, LLC; Deniece Jordan-Walker, Esq., Greene & Letts; Mark Rizzo, Illinois Funeral Directors Association; Susan Dyer, Worsham College of Mortuary Science; Eugene Roy, Chicago Police Department; Isaac McCoy, Proviso Leyden Council for Community Action; Rabbi Moshe Wolf; Spencer Leak Jr., Leak and Sons; Reverend Vaunita Battle-Maze; and Dr. Enrique Beckmann

Ladies and Gentlemen:

Your Committee on Legislation and Intergovernmental Relations of the Board of Commissioners of Cook County met pursuant to notice on Tuesday, July 10, 2012 at the hour of 9:15 A.M. in the Board Room, Room 569, County Building, 118 North Clark Street, Chicago, Illinois.

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Your Committee has considered the following items and, upon adoption of this report, the recommendations are as follows:

318514 HOUSING AUTHORITY OF COOK COUNTY (APPOINTMENT). Transmitting a Communication dated June 5, 2012 from Toni Preckwinkle, President, Cook County Board of Commissioners.

Please be advised that I hereby appoint Ms. Polly Kuehl to the board of the Housing Authority of Cook County for a term to begin immediately and to expire on June 1, 2017. Ms. Kuehl will fill the vacancy of Mr. Joseph Martin.

I submit this communication for your approval.

***Referred to the Legislation and Intergovernmental Relations on 06-05-12.
Deferred on 06-19-12.

Ms. Polly Kuehl made a statement about her qualifications and why she is interested in the position.

Vice Chairman Fritchey, seconded by Commissioner Steele, moved the Approval of Communication No. 318514. The motion carried.

318516 HOUSING AUTHORITY OF COOK COUNTY (APPOINTMENT). Transmitting a Communication dated June 5, 2012 from Toni Preckwinkle, President, Cook County Board of Commissioners.

Please be advised that I hereby appoint Ms. Deniece Jordan-Walker to the board of the Housing Authority of Cook County for a term to begin immediately and to expire on June 1, 2017.

I submit this communication for your approval.

***Referred to the Legislation and Intergovernmental Relations on 06-05-12.
Deferred on 06-19-12.

Ms. Deniece Jordan Walker made a statement about her qualifications and why she is interested in the position.

Vice Chairman Fritchey, seconded by Commissioner Steele, moved the Approval of Communication No. 318516. The motion carried.

318669 MEDICAL EXAMINER'S ADVISORY COMMITTEE (APPOINTMENTS). Transmitting a Communication from Toni Preckwinkle, President, Cook County Board of Commissioners.

I hereby appoint the following people to the Medical Examiner's Advisory Committee for a term to begin immediately:

1. Patrick Driscoll, Cook County State's Attorney's Office;
2. Jason Moran, Cook County Sheriff's Office;
3. Mark Rizzo, Illinois Funeral Directors Association;
4. Susan Dyer, Worsham College of Mortuary Science;
5. Eugene Roy, Chicago Police Department;
6. Isaac McCoy, Proviso Leyden Council for Community Action;
7. Rabbi Moshe Wolf
8. Spencer Leak Jr., Leak and Sons;
9. Commissioner Elizabeth Ann Doody Gorman, Cook County Board of

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Commissioners;

10. Reverend Vuanita Battle-Maze; and
11. Dr. Enrique Beckmann, MetroSouth Medical Center who shall serve as the Chairman of the Medical Examiner's Advisory Committee.

I submit this communication for your approval.

***Referred to the Legislation and Intergovernmental Relations on 06-19-12.**

Mr. Patrick Driscoll made a statement about his qualifications and why he is interested in the position.

Mr. Jason Moran made a statement about his qualifications and why he is interested in the position.

Ms. Susan Dyer made a statement about her qualifications and why she is interested in the position.

Mr. Eugene Roy made a statement about his qualifications and why he is interested in the position.

Mr. Isaac McCoy made a statement about his qualifications and why he is interested in the position.

Rabbi Moshe Wolf made a statement about his qualifications and why he is interested in the position.

Mr. Spencer Leak made a statement about his qualifications and why he is interested in the position.

Reverend Vuanita Battle-Maze made a statement about her qualifications and why she is interested in the position.

Dr. Enrique Beckmann made a statement about his qualifications and why he is interested in the position. Chairman Suffredin requested that the resumes for all of the appointees be entered into the record. **Commissioner Garcia, seconded by Vice Chairman Fritchey, moved to Amend Communication No. 318669 by adding the following language after “11. Dr. Enrique Beckmann, MetroSouth Medical Center”: “who shall serve as the Chairman of the Medical Examiner’s Advisory Committee.” Commissioner Garcia, seconded by Vice Chairman Fritchey, moved the Approval of Communication No. 318669 as Amended. The motion carried. Vice Chairman Garcia moved to adjourn the meeting, seconded by Vice Chairman Fritchey. The motion carried and the meeting was adjourned.**

**YOUR COMMITTEE RECOMMENDS THE FOLLOWING ACTION
WITH REGARD TO THE MATTER NAMED HEREIN:**

Communication No. 318514
Communication No. 318516
Communication No. 318669

Approved
Approved
Approved as Amended

Respectfully submitted,

COMMITTEE ON LEGISLATION AND INTERGOVERNMENTAL RELATIONS

LARRY SUFFREDIN, Chairman

ATTEST: MATTHEW B. DeLEON, Secretary

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Commissioner Silvestri, seconded by Commissioner Fritchey, moved that the Report of the Committee on Legislation and Intergovernmental Relations be approved and adopted. **The motion carried unanimously.**

REPORT OF THE COMMITTEE ON RULES & ADMINISTRATION

July 10, 2012

The Honorable,
The Board of Commissioners of Cook County

ATTENDANCE

Present: Chairman Suffredin, Commissioners Daley, Schneider, Silvestri, Sims and Steele (6)

Absent: Vice Chairman Gorman, Commissioners Fritchey and Gainer (3)

Also Present: Patrick Driscoll, Jr. – Deputy State's Attorney, Chief, Civil Actions Bureau.

Ladies and Gentlemen:

Your Committee on Rules & Administration of the Board of Commissioners of Cook County met pursuant to notice on Tuesday, July 10, 2012 at the hour of 9:45 A.M in the Board Room, Room 569, County Building, 118 North Clark Street, Chicago, Illinois.

Your Committee has considered the following item and upon adoption of this report, the recommendations are as follows:

318984 COOK COUNTY CLERK, David Orr, presented in printed form a record of the Journal of the Proceedings held on Tuesday, June 5, 2012.

Commissioner Steele, seconded by Commissioner Silvestri, moved the Approval of Communication No. 318984. The motion carried.

Commissioner Daley moved to adjourn the meeting, seconded by Commissioner Steele. The motion carried and the meeting was adjourned.

YOUR COMMITTEE RECOMMENDS THE FOLLOWING ACTION WITH REGARD TO THE MATTER NAMED HEREIN:

Communication No. 318984

Approved

Respectfully submitted,

COMMITTEE ON RULES & ADMINISTRATION

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LARRY SUFFREDIN, Chairman

ATTEST: MATTHEW B. DeLEON, Secretary

Commissioner Suffredin, seconded by Commissioner Steele, moved that the Committee on Rules & Administration be approved and adopted. **The motion carried unanimously.**

PRESIDENT'S OFFICE

PROPOSED INTERGOVERNMENTAL AGREEMENT

Transmitting a Communication, dated June 27, 2012 from

TONI PRECKWINKLE, President, Cook County Board of Commissioners

per the Regional Transportation authority Act, 70 ILCS 3615/4.10 and per the request of the Chicago Transit Authority, authorization is hereby requested to enter into and execute an intergovernmental agreement between the County of Cook, the City of Chicago and the Chicago Transit Authority, pursuant to which the City of Chicago agrees to tender \$3,000,000.00 of the City's motor fuel tax funds to the Chicago Transit Authority and Cook County agrees to tender to the Chicago Transit Authority \$2,000,000.00 from Cook County's motor fuel tax funds for public transportation purposes.

The proposed Intergovernmental Agreement was tendered to Cook County on June 26, 2012 by the Chicago Transit Authority and has been approved and executed by both the Chicago Transit Authority and the City of Chicago. The Agreement notes that the both the City of Chicago and Cook County agree to tender its agreed contribution to the Chicago Transit Authority prior to December 31, 2012.

It is hereby requested that that the Cook County Board President be authorized to execute the Intergovernmental Agreement and that the Cook County Comptroller be authorized to tender the funds to the Chicago Transit Authority in accordance with the terms of the Intergovernmental Agreement.

This agreement has been reviewed and approved as to form by the Cook County State's Attorney's Office.

Estimated Fiscal Impact: \$2,000,000.00.

Commissioner Daley, seconded by Commissioner Silvestri, moved that the request of the President of Cook County Board of Commissioners be approved and that the Proper Officials be authorized to sign on behalf of Cook County. **The motion carried unanimously.**

ORDINANCE AMENDMENT

**12-O-30
ORDINANCE
Sponsored by**

THE HONORABLE TONI PRECKWINKLE, PRESIDENT, JOHN P. DALEY,

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**JESUS G. GARCIA, ELIZABETH "LIZ" DOODY GORMAN, GREGG GOSLIN,
JOAN PATRICIA MURPHY, PETER N. SILVESTRI, DEBORAH SIMS,
ROBERT B. STEELE, LARRY SUFFREDIN AND JEFFREY R. TOBOLSKI,
COUNTY COMMISSIONERS**

QUALIFICATIONS AND APPOINTMENT OF COOK COUNTY MEDICAL EXAMINER

BE IT ORDAINED, by the Cook County Board of Commissioners that Chapter 38, Article VI, Division 1, Section 38-112 of the Cook County Code is hereby amended as follows:

Sec. 38-112. Qualifications and appointment.

(a) The Medical Examiner must be a physician licensed by the State of Illinois to practice medicine in all its branches and must hold a certificate from the American Board of Pathology in both Forensic Pathology and Anatomic Pathology.

(b) The Medical Examiner shall be appointed by the President of the Cook County Board of Commissioners with the advice and consent of the Board of Commissioners. The Medical Examiner, once so approved by the Board, shall serve for a term of five years. This notwithstanding, the Medical Examiner may be removed by a written request of the President to the Board of Commissioners upon a claim of negligence, malfeasance, misfeasance, immoral, illegal or unethical conduct or failure to properly execute the duties of such position, accompanied by a certification that such request is not being made pursuant to any considerations prohibited by the Shakman Consent Decree and subject to a hearing and an affirmative vote of a majority of the members of the Board of Commissioners. Upon expiration of said term, the President may reappoint the Medical Examiner to a subsequent term in the manner set forth aforesaid. ~~In case of a vacancy in the office of the Medical Examiner, the vacancy shall be filled in the manner set forth aforesaid for the unexpired part of the term.~~ For purposes of this section, the term of office of the current Medical Examiner shall be deemed to have commenced on December 6, 2010. In case of a vacancy in the Medical Examiner position, the vacancy shall be filled in the manner set forth aforesaid.

Approved and adopted this 10th day of July 2012.

TONI PRECKWINKLE, President
Cook County Board of Commissioners

Attest: DAVID ORR, County Clerk

Commissioner Daley, seconded by Commissioner Sims, moved that the Ordinance Amendment be approved and adopted. **The motion carried unanimously.**

DEPARTMENT OF BUDGET AND MANAGEMENT SERVICES

REPORT

Transmitting a Communication, dated June 11, 2012 from

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ANDREA GIBSON, Director, Budget and Management Services
and
HERMAN BREWER, Chief, Bureau of Economic Development

submitting the Bond Series Status Report for the 2nd Quarter of 2012 Fiscal Year, ending May 31, 2012 in accordance with FY 2012 Resolution Section Number 16. The report consists of two (2) sections; the first section defines the bond funding status for Capital Improvement and the second section for Equipment approved by the Cook County Board of Commissioners. The report presents the projected cost, adjustments to the projected cost, expenditures and commitments, unencumbered balances, existing funding resources and future funding resources required for the approved projects and equipment after the end of the quarter.

Commissioner Daley, seconded by Commissioner Silvestri, moved that the communication be received and filed. **The motion carried unanimously.**

DEPARTMENT OF BUILDING AND ZONING

WAIVER OF PERMIT FEES

Transmitting a Communication, dated June 14, 2012 from

TIMOTHY P. BLEUHER, Commissioner, Department of Building and Zoning

respectfully request the granting of:

- 1) The follow No Fee Permits for the Chicago Zoological Society at 3300 South Golf Road, Brookfield, Illinois in Proviso Township, County Board District #16.

<u>PERMIT</u>	<u>DESCRIPTION</u>	<u>WAIVER AMOUNT</u>
120922	Catered Events/Pavilion Tent	\$2,473.53
121027	Catered Events/Children's Zoo Tent	\$911.00
121043	Install Nine (9) Emergency Stops on Boilers	\$248.85

Estimated Fiscal Impact Subtotal: \$ 3,633.38.

- 2) The follow No Fee Permits for the Forest Preserve District of Cook County for work performed on the following District properties:

<u>DISTRICT</u>	<u>PERMIT</u>	<u>PROPERTY</u>	<u>DESCRIPTION</u>	<u>TOWNSHIP</u>	<u>WAIVER AMOUNT</u>
14	120731	2725 N. Ela Rd. Hoffman Estates, IL	Temporary Tent - Highland Woods Golf Course	Palatine	\$703.50
16	120732	8600 W. Forest Preserve Ave., Chicago, IL	Temporary Tent - Indian Boundary Golf Course	Leyden	\$703.50
6	120733	16310 S. Central Ave., Oak Forest, IL	Temporary Tent - George Dunne	Bremen	\$703.50

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			Golf Course		
9	121010	536 N. Harlem Ave., River Forest, IL	Replace Generator at General Headquarters	Proviso	\$495.00
13	120335	9453 Harms Rd., Morton Grove, IL	Living Quarters Repair - Harms & Golf Stable	Niles	\$2,117.05
4	121212	11200 S. Ave. E, Chicago, IL	Comfort Station Eggers Grove	Calumet	\$203.70
13	121218	6145 N. Golf Rd., Morton Grove, IL	Water Repair - Chick Evans Golf Course	Niles	\$176.40

Estimated Fiscal Impact Subtotal: \$5,102.65.

This request is pursuant to the County Board's adoption of Ordinance No. 91-O-45 on September 16, 1991 that all building and zoning permit fees be waived for public entities defined as county, township, municipality, municipal corporation, school district, forest preserve district, park district, fire protection district, sanitary district, library district and all other local governmental bodies.

Total Estimated Fiscal Impact: \$8,736.03.

100% WAIVED REQUESTS TO BE APPROVED:	\$8,736.03
100% WAIVED REQUESTS APPROVED FISCAL YEAR 2012 TO PRESENT:	\$111,240.02

Commissioner Silvestri, seconded by Commissioner Murphy, moved that the permit fees be waived. **The motion carried unanimously.**

OFFICE OF CAPITAL PLANNING AND POLICY

PROPOSED CONTRACTS

Transmitting a Communication, dated June 19, 2012 from

HERMAN BREWER, Chief, Bureau of Economic Development

requesting authorization for the Chief Procurement Officer to enter into an agreement with Noresco, LLC, Des Plaines, Illinois, for a Guaranteed Energy Performance Contracting Project (GEPC). Phase II of this contract provides engineering and construction services for the Energy Conservation Measures (ECM) determined via the investment grade energy audit at the Department of Corrections Campus and the Juvenile Temporary Detention Center. Noresco, LLC was selected through a Request for Qualifications/Request for Proposal process as highly qualified and offering a competitive price.

Reason: This contract provides for a guaranteed energy performance contracting project at the Department of Corrections and the Juvenile Temporary Detention Center campuses. The goal of the project is to identify and implement identifying energy conservation measures (ECMs) that will result in at least a 10% reduction in emissions and energy costs as compared to a Base Year, throughout a 20 year financing period. Phase I consisted of a comprehensive investment grade audit of 13 buildings on the Department of Corrections and Criminal Courts

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Campus. The ECMs identified are estimated to achieve cost savings sufficient to cover financing of the ECMs. The parties have negotiated in good faith the terms of Phase II, pursuant to which Noresco, LLC will perform engineering and construction services necessary to implement the agreed upon ECMs. The engineering and construction cost of the energy conservation measures will be \$34,228,000.00, with an annual projected savings of \$2,222,800.00.

This is a joint project undertaken by the Office of Capital Planning and Policy, the Department of Environmental Control and the Bureau of Finance. This is categorized as an energy efficiency project.

Estimated Fiscal Impact: \$34,228,000.00. Contract period: Two (2) years for construction, followed by 20 years of monitoring, commencing on the date of Board approval.

20000 County Physical Plant and 32000 Juvenile Temporary Detention Center.

The Procurement Officer concurs.

Commissioner Murphy, seconded by Commissioner Silvestri, moved that the communication be referred to the Committee on Capital Improvements. (Comm. No. 319009). **The motion carried unanimously.**

* * * * *

Transmitting a Communication, dated June 15, 2012 from

HERMAN BREWER, Chief, Bureau of Economic Development

requesting authorization for the Chief Procurement Officer to execute a contract with Johnson Controls, Inc. (JCI), Milwaukee, Wisconsin, for a Guaranteed Energy Performance Contracting Project (GEPC). Phase II of this contract provides engineering and construction services for the Energy Conservation Measures (ECM) determined via the investment grade energy audit at the Stroger Hospital of Cook County Campus. Johnson Controls, Inc. was selected through a Request for Qualifications/Request for Proposal process as highly qualified and offering a competitive price.

Reason: This contract provides for a guaranteed energy performance contracting project at the Stroger Hospital of Cook County Campus. This project has identified, and will implement energy conservation measures (ECMs) that will result in at least a 10% reduction in emissions and energy costs as compared to a Base Year, throughout a 20 year financing period. In Phase II, Johnson Controls, Inc. (JCI) will perform construction services necessary to implement the agreed upon ECMs. The construction cost of the energy conservation measures will be \$26,497,854.00 with an annual projected savings of \$2,058,139.00.

This is a joint project undertaken by the Office of Capital Planning and Policy, the Department of Environmental Control and the Bureau of Finance. This is categorized as an energy efficiency project.

Estimated Fiscal Impact: \$26,497,854.00. Contract period: Two (2) years for construction, followed by 20 years of monitoring, commencing on the date of Board approval.

28000 Cook County Health & Hospitals.

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This item has been approved by the Finance Committee of the Health & Hospitals System at their June 22, 2012 Meeting.

The Procurement Officer concurs.

Commissioner Murphy, seconded by Commissioner Silvestri, moved that the communication be referred to the Committee on Capital Improvements. (Comm. No. 319010). **The motion carried unanimously.**

OFFICE OF THE COUNTY COMPTROLLER

REPORT

Transmitting a Communication from

RESHMA SONI, Interim Comptroller

submitting the Bills and Claims Report for the period of June 8-27, 2012.

This report to be received and filed is to comply with the Amended Procurement Code Chapter 34-125 (k).

The Comptroller shall provide to the Board of Commissioners a report of all payments made pursuant to contracts for supplies, materials and equipment and for professional and managerial services for Cook County, including the separately elected Officials, which involve an expenditure of \$150,000.00 or more, within two weeks of being made. Such reports shall include:

1. The name of the Vendor;
2. A brief description of the product or service provided;
3. The name of the Using Department and budgetary account from which the funds are being drawn; and
4. The contract number under which the payment is being made.

Commissioner Daley, seconded by Commissioner Sims, moved that the communication be received and filed. **The motion carried unanimously.**

BUREAU OF ECONOMIC DEVELOPMENT

HOME INVESTMENT PARTNERSHIPS PROGRAM

Transmitting a Communication, dated June 20, 2012

HERMAN BREWER, Chief, Bureau of Economic Development

transmitted herewith is a request for approval of a HOME Investment Partnerships Program (HOME) Community Housing Development Organization (CHDO) Operating Assistance Grant in the amount of \$200,000.00 to Interfaith Housing Development Corporation (IHDC). This operating grant will be

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utilized to support HOME-eligible administrative expenses. Cost eligibility will be determined based upon HUD regulatory criteria and relevance to current and potential affordable housing development projects sponsored by IHDC.

I respectfully request approval of this project, and that the Bureau Chief of Economic Development or his/her designee be authorized to execute, or behalf of the County of Cook, any and all documents necessary to further the grant approved herein, including, but not limited to, funding agreements, intergovernmental agreements, amendments, and modifications thereto. The approval of this grant by the Honorable Body will permit staff to issue necessary commitments to allow this grant to move forward.

Estimated Fiscal Impact: None. Grant Award: \$200,000.00. (772-298 Account).

The Budget Department has received all requisite documents and determined the fiscal impact on Cook County, if any.

Commissioner Garcia, seconded by Commissioner Murphy, moved that the request of the Chief of the Bureau of Economic Development be approved. **The motion carried unanimously.**

DEPARTMENT OF FACILITIES MANAGEMENT

CONTRACT

Transmitting a Communication, dated June 20, 2012 from

JAMES D'AMICO, Director, Department of Facilities Management
and
MARIA DE LOURDES COSS, Chief Procurement Officer

Requesting authorization for the Chief Procurement Officer to enter into and execute a contract with Valdes Enterprises, LLC, Glenview, Illinois, for freon/refrigerant products.

Reason: Competitive bidding procedures were followed in accordance with the Cook County Procurement Code. On May 23, 2012 bids were solicited for 12-45-235 for freon/refrigerant products. Three (3) bids were received. Valdes Enterprises, LLC was the lowest responsive and responsible bidder and is recommended for award. The freon/refrigerant will be used by Facilities Management to replenish the freon/refrigerant for the air conditioning units at the powerhouse/chiller plant at the Cook County Jail.

Estimated Fiscal Impact: \$156,640.00 (FY 2012: \$32,633.00; FY 2013: \$78,320.00; and FY 2014: \$45,687.00). Contract period: July 15, 2012 through July 14, 2014. (200-333 Account).

Approval of this item would commit Fiscal Years 2013 and 2014 funds.

The Procurement Officer concurs.

Commissioner Daley, seconded by Commissioner Sims, moved that the Chief Procurement Officer be authorized to enter into the requested contract. **The motion carried unanimously.**

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DEPARTMENT OF ENVIRONMENTAL CONTROL

PROPOSED ORDINANCE AMENDMENT

Transmitting a Communication from

DEBORAH STONE, Director, Department of Environmental Control

respectfully submitting an amendment to the Asbestos and Related Substance Article of the County Code for your approval.

Submitting a Proposed Ordinance Amendment sponsored by

TONI PRECKWINKLE, President, Cook County Board of Commissioners

PROPOSED ORDINANCE AMENDMENT

AMENDMENT TO THE ASBESTOS AND RELATED SUBSTANCES ARTICLE OF THE COUNTY CODE

BE IT ORDAINED, by the Cook County Board of Commissioners, that Chapter 30 Environment, Sections 30-541 through 30-551 of the Cook County Code are hereby amended as follows:

Sec. 30-541. Definitions.

The following words, terms and phrases, when used in this article shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Adequately Wet means sufficiently mixed or penetrated with liquid to prevent the release of particulates. Upon inspection, water has visibly attached itself to the Asbestos Containing Material (ACM).

Alteration means any change, addition, or modification of a structure or one or more structural components in any way, including but not limited to the stripping or removal of ACM from a structural component.

Applicant means the owner of a building or property who is required to obtain a permit under this Article and any agent of the owner who applies for said permit on behalf of the owner.

Asbestos means any fiber or any mixture containing fiber of hydrated silicate mineral, which, on the basis of its crystalline structure, falls into one of two categories:

- (1) Pyroxenes (chrysotile fiber);
- (2) Amphiboles (crocidolite, amosite, tremolite, actinolite or anthophilitic fiber).

Asbestos-containing material (ACM) means any material containing more than one percent (1%) asbestos as determined using the method specified in EPA regulations Appendix E, Subpart E, 40 CFR Part 763, Section 1, Polarized Light Microscopy.

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Asbestos Abatement Contractor means any Person, firm or corporation engaged in asbestos removal and abatement activities in Cook County, outside of the limits of the City of Chicago.

Certificate of Registration means the physical documentation issued by the Cook County Department of Environmental Control.

Commercial activity means any activity done for hire or having financial profit as a primary aim.

Cutting means to penetrate with a sharp-edged instrument and includes sawing, shearing, slicing, or punching.

Debris means asbestos-containing waste produced by the demolition of a structure.

Demolition means the deconstructing, destroying, razing, tearing down, alteration or wrecking of any structure or removal of any load-supporting structural member of a facility together with any related handling operations.

Demolition Project means the demolition of any load-bearing or non-load-bearing building or portion of a building that may or may not contain ACM.

Department means the Cook County Department of Environmental Control.

Director means the Director of the Cook County Department of Environmental Control.

Engage in Asbestos Abatement Activity shall refer to those activities provided in Sections 30-541 through 30-550 of the Ordinances of Cook County.

Federal, State, or Local Regulations means a law, administrative rule, or regulation of the federal government, any state in the United States of America, or any unit of local government, including, but not limited to, cities, counties, municipalities, or townships.

Permit Holder means the person who has received a permit under this Article VI.

Person or Persons means any individual, corporation, partnership, joint venture, trust, association, limited liability company, sole proprietorship or other legal entity.

Project Supervisor means a licensed asbestos abatement contractor, foreman, or person designated as the asbestos abatement contractor's representative who is responsible for the onsite supervision of the removal, encapsulation, or enclosure of asbestos containing materials.

Project means any activity which requires an application for any permit required by this Article VI.

Spraying means the pneumatic application of material used for fireproofing or insulation.

Strip means to take off ACM from any part of a structure or structural components.

Structure means any building, or part thereof, enclosing any occupancy including residential, institutional, assembly, business, mercantile, industrial, storage, hazardous and miscellaneous uses. When separated by fire walls, each unit so separated shall be deemed a separate structure.

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Structural component means any pipe, duct, boiler, tank, reactor, turbine, or furnace at or in a structure, or any structural member of the structure.

Structural member means any vertical or horizontal load-bearing member of a structure which supports dead or live loads in addition to its own weight and includes, but is not limited to, a foundation, an exterior or interior load-bearing wall, a column, a column beam, a floor, and a roof structure.

Waste means any asbestos-containing matter which has been or is intended to be discarded.

Sec. 30-542. General requirements.

(a) *Restrictions on activities involving discharge of asbestos into air.* After April 1, 1978, no commercial activity not otherwise hereinafter prohibited, involving the potential discharge of visible amounts of asbestos fiber or asbestos-containing materials into the ambient air from the construction, alteration, repair or demolition of a structure or structural component from the processing or manufacturing of asbestos-containing products, shall be conducted unless the person or entity in charge of such activity complies with the following regulations:

(1) Personnel shall be designated to exercise full-time supervisory authority over all aspects of the activity from which the release of asbestos fiber into the environment could result, in such a manner as to insure compliance with the pertinent asbestos control regulations.

(2) Each employee engaged in such activity shall complete a course of instruction on the potential hazards of exposure to asbestos fiber, including the precautions that must be observed to prevent or restrict the dispersion of asbestos fiber into the environment.

(3) Facilities shall be provided and procedures instituted and supervised that prevent the removal from the site of visible amounts of asbestos-containing material on the clothing of the employees.

(4) Asbestos-containing wastes shall be immediately vacuumed or otherwise collected where vacuuming is impossible and shall be placed in a container resistant to tearing or breaking under normal handling conditions, which shall be tightly sealed and clearly marked as containing asbestos-waste. Such waste material or container shall be disposed of by burial at a sanitary landfill.

(5) Waste manifests and air monitoring reports or air clearance reports are required to be submitted to the Cook County Department of Environmental Control within ten (10) business days of the expiration of the asbestos removal permit.

~~(b) Application of Subsection (a)(4) of this section. Subsection (a)(4) of this section shall not apply to the demolition of a structure, except as provided in Section 30-544(a)(4) and (5).~~

~~(c) Permit required for manufacture of asbestos-containing products.~~ After April 1, 1978, the manufacturing or processing of asbestos containing products is prohibited, unless the person or entity in charge of such activity has obtained a permit from the Director. Before obtaining such permit, the applicant shall demonstrate compliance with this section and such additional standards as are hereinafter specifically required.

(c) *Cutting, trimming, fitting or stripping of asbestos containing material.*

(1) The cutting, trimming, fitting or stripping of asbestos-containing material in the construction, alteration or repair of a structure or structural component which is done at the site of such

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structure in an area open to the atmosphere shall be conducted within a special enclosure designed to preclude the escape of asbestos fiber from the immediate area of such enclosure.

(2) The mechanical exhaustion of dust from such enclosure to the ambient air is prohibited unless such exhaust system is equipped with a properly sized fabric filter for dust collection or an equivalent device as approved by the agency.

(d) Asbestos-containing material applied in construction, alteration or repair of structure or structural component. Asbestos-containing material applied in the construction, alteration or repair of a structure or structural component shall be coated with a sealant, provided with a cover or installed in some other manner so as to preclude emission of the asbestos-containing material to the circulating air. Any plenum or other structure coated with or containing asbestos-containing insulation and used in the circulation of air in a building shall be thoroughly cleaned of all debris and waste insulation.

(e) Asbestos-containing debris shall not be dropped or thrown from any floor but shall be transported by dust-tight chutes or buckets shall be adequately wetted to preclude dust dispersion at the point of discharge.

(f) All asbestos-containing debris shall be adequately wetted before loading into trucks, other vehicles or containers. During transport such asbestos-containing waste shall be enclosed or covered so as to prevent dust dispersion. Asbestos-containing debris shall be disposed by burial at a sanitary landfill.

(g) Standard for demolition, alteration or repair of asbestos-containing structures or structural component.

(1) Contractor certification and performance.

a. Any person engaged in the commercial activity of construction, demolition, alteration or repair of a structure for which has been determined asbestos-containing material is present must present proof that the person possesses a valid license issued pursuant to the Asbestos Abatement Act (105 ILCS 105/1 et seq.) to the Department.

b. Any person engaged in asbestos removal activity shall be obligated to notify the Department and comply in the same manner as required in 40 CFR 61.141, 40 CFR 61.145 and 40 CFR 61.150.

c. Any person engaged in the commercial activity of asbestos removal shall comply with Illinois Pollution Control Board Regulations Asbestos 35 Ill. Admin. Code 228.

(h) Permit required; Fees

a. A demolition permit shall be obtained from the Director prior to any demolition of any structure as set out in Sec. 30-961. The permit fees for demolition of structures on a property that is zoned as residential, commercial or industrial shall be as set out in Section 32-1.

(2) An asbestos removal permit shall be required for all demolition, alteration or repair of any asbestos-containing structure or structural component in addition to a demolition permit,

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if required by Sec.30-961 and shall be obtained prior to the start of a project. Application for this permit must be submitted no less than 10 business days prior to the start of the project. This permit is valid for 30 days after issuance and the contractor may not be off-site for more than 10 consecutive days during the permitted time. The permit fee for asbestos removal shall be as set out in Section 32-1. Inspection fee shall not be applicable to structures used primarily as a domestic residence.

- (3) Any of the permits may be revised up to six times before a new permit is required. Each time a permit is revised, (including, but not limited to, date revisions) a revision fee will be required in the amount set out in Section 32-1
- (4) No demolition permit shall be issued unless the applicant has submitted all information required by Sections 30-961 through 30-967.
- (5) An application for a demolition permit may be submitted less than the required 10 business days time period in cases where the public safety is at risk. In such cases, the applicant must submit a letter explaining the nature of the public safety risk, a completed application and copies of the check for the permit and variance filing fees, as set out in Sec. 32-1 via email or facsimile.
 - (i) Operations and Maintenance Asbestos Removal Permit; Fees
 - (1) An Operations and Maintenance Asbestos Removal Permit is available for large commercial and industrial sites, healthcare facilities and schools with ongoing asbestos mitigation projects. Permit Filing Fees shall be as set out in Sec. 32-1
 - (2) To obtain an Operations and Maintenance Asbestos Removal Permit an applicant must submit a written request to the Director or his or her designee no less than 15 days prior to the scheduled start of the asbestos renovation project. This request shall include, but not be limited to, a completed Cook County notification form, an explanation of the unique circumstances involved in the project, schematic drawings and blueprints (when available) of the structure and a filing fee as set out in Sec. 32-1
 - (3) Issuance of an Operations and Maintenance Asbestos Removal Permit is subject to departmental approval. The Department shall issue a written response to the petitioner. The Department's decision is final. If the request is denied, the filing fee will be returned.
 - (4) An Operations and Maintenance Asbestos Removal Permit is applicable for one building, regardless of connecting enclosed walkways or underground tunnels. A separate request must be filed for each free standing structure on the premises or campus.
 - (5) An Operations and Maintenance Asbestos Removal Permit is non-transferable to a new person, or different location.
 - (6) An Operations and Maintenance Asbestos Removal Permit is valid for one calendar year, beginning on January 1 of each year. The permit holder may use the permit at any time during the year, until the expiration of the permit on December 31 of each year. Upon expiration of an existing permit, the permit holder may reapply for a new permit for the project.

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(7) An Operations and Maintenance Asbestos Removal Permit requires notification of the Department by email or fax transmission prior to starting each removal episode. The notice must include the location within the building where work is to be performed, onsite contact information and the anticipated work hours. Within 48 hours of each episode's completion the permit holder must submit a written summary of the episode.

(8) The permit holder shall submit to the Department a chronological summary of the project and payment made based on the required inspectional fees as set out in Sec. 32-1. Healthcare facilities and schools shall submit a project summary and inspection fee payment every six months. Commercial and industrial facilities shall submit a project summary and inspection fee payment every quarter.

Sec. 30-543. Construction, alteration and repair of a structure.-Fibrous material restrictions.

(a) *Spraying of asbestos-containing material prohibited.* The spraying of asbestos-containing material is prohibited after April 1, 1978.

(b) *Procedure for spraying nonasbestos fibrous material.* Nonasbestos fibrous matter shall not be sprayed in an area open to the atmosphere, unless the following procedures are taken:

(1) The entire floor or area to be sprayed shall be enclosed with plastic-coated tarpaulins in a manner which shall preclude the escape of fiber-containing material from the enclosure. All interior open area such as elevator shafts and stairwells shall be enclosed in a manner which shall prevent the escape of fiber-containing material from the enclosure. All interior open areas such as elevator shafts and stairwells shall be enclosed in a manner which shall prevent the escape of fiber-containing material from the working area.

b. The entire sprayed area, all ledges and surfaces, including tarpaulins within the enclosure, shall be thoroughly vacuumed upon completion of the spraying operation and immediately before the enclosure is dismantled.

(e) *Cutting, trimming, fitting or stripping of asbestos containing material.*

(1) The cutting, trimming, fitting or stripping of asbestos containing material in the construction, ALTERATION or repair of a structure which is done at the site of such structure in an area open to the atmosphere shall be conducted within a special enclosure designed to preclude the escape of asbestos fiber from the immediate area of such enclosure.

a. The mechanical exhaustion of dust from such enclosure to the ambient air is prohibited unless such exhaust system is equipped with a properly sized fabric filter for dust collection or an equivalent device as approved by the agency.

(d) *Visible emissions of fiber-containing material considered violation.* Compliance with Subsections (b) and (c)542(c) and 543(b) of this section notwithstanding, visible emissions of fiber-containing material in an area open to the atmosphere shall be considered a violation.

(e) Asbestos containing material applied in construction, ALTERATION or repair of structure. Asbestos containing material applied in the construction, ALTERATION or repair of a structure shall be coated with a sealant, provided with a cover or installed in some other manner so as to preclude

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~~emission of the asbestos containing material to the circulating air. Any plenum or other structure coated with or containing asbestos containing insulation and used in the circulation of air in a building shall be thoroughly cleaned of all debris and waste insulation.~~

Sec. 30-544. Demolition of asbestos containing structure.

(a) *Procedure for demolition of asbestos containing structure.* Where the risk of public exposure to asbestos fiber from the dislodging of asbestos-containing materials is present, no demolition of a structure shall be initiated unless all safeguards necessary and practicable to reduce the emission of dust are taken. Such procedures shall include, but are not necessarily limited to:

- (1) Boilers and pipes and steel members insulated or fireproofed with asbestos-containing material shall be adequately wetted and stripped before toppling of walls is begun. This procedure shall be followed, where practicable, as to all other asbestos-lined surfaces. Such asbestos-containing waste shall be immediately bagged and disposed of in accordance with Section 30-542(a)(4).
- (2) When demolition by toppling occurs such reasonable enclosure for dust emission control as is compatible with the character of the structure shall be employed.
- (3) Before the demolition or toppling of any section or wall of the structure, adequate wetting to suppress the dust shall be employed.
- (4) Asbestos-containing debris shall not be dropped or thrown from any floor but shall be transported by dust-tight chutes or buckets shall be sufficiently adequately wetted to preclude dust dispersion at the point of discharge.
- (5) All asbestos-containing debris shall be thoroughly adequately wetted before loading into trucks, other vehicles or containers. During transport such waste shall be enclosed or covered so as to prevent dust dispersion. Asbestos-containing debris shall be disposed by burial at a sanitary landfill.

(b) *Standard for demolition of structures.*

- (1) *Contractor certification and performance.*
 - a. Any person engaged in the commercial activity of construction, demolition, alteration or repair of a structure for which has been determined asbestos-containing material is present must present proof that the person possesses a valid license issued pursuant to the Asbestos Abatement Act (105 ILCS 105/1 et seq.) to the Department.
 - b. Any person engaged in asbestos removal activity shall be obligated to notify the Department and comply in the same manner as required in 40 CFR 61.141, 40 CFR 61.145 and 40 CFR 61.150.
 - c. Any person engaged in the commercial activity of asbestos removal shall comply with Illinois Pollution Control Board Regulations Asbestos 35 Ill. Admin. Code 228.

(2) *Permit required fees.*

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- a. ~~A demolition permit shall be obtained from the Director prior to any demolition of any structure. The permit fees for demolition of structures on a property that is zoned as residential, commercial or industrial shall be as set out in Section 32-1~~
- b. ~~An asbestos removal permit shall be required for all demolition, alteration or repair of a structure which has been determined to contain asbestos containing material. Such permit will be in lieu of requirements of Section 30-544 and shall be obtained prior to the start of a project. The permit fee for asbestos removal shall be as set out in Section 32-1. Inspection fee shall not be applicable to structures used primarily as a domestic residence.~~
- c. ~~Any of the permits may be revised up to six times before a new permit is required. Each time a permit is revised, (including, but not limited to, date revisions) a revision fee will be required in the amount set out in Section 32-1~~
- d. ~~Permit fees under Subsections (b)(2)a and (b)(2)b of this section shall be established in accordance with Section 30-91 and thereafter Sections 30-92 through 30-95 shall be applicable.~~

Sec. 30-545. Sampling and counting or particulate matter from manufacture of asbestos-containing product.

After April 1, 1978, a factory, plant or enterprise which engages in the processing or manufacturing of any asbestos-containing product shall discharge no visible emission of particulate matter from such manufacturing or processing into the ambient air and shall emit no concentrations of asbestos fiber into the ambient air in excess of two fibers per cubic centimeter of air.

- (1) Sampling of emissions shall be by the membrane filter method and according to the procedures recommended in the ASME Power Test Code 27-1957, or other procedures generally accepted by persons knowledgeable in the state of the art.
- (2) Counting shall be according to the procedure outlined in Edwards, G. H. and Lynch, J. R., "The Method Used by the U.S. Public Health Service for Enumeration of Asbestos Dust on Membrane Filters," Ann. Occupational Hyg. (Oxford) 11 (1): 1-6 Jan. '68; with 20 fields per sample, counted at random using phase contrast microscopy at 430x magnification and counting only fibers 5 microns or greater in length, with a length to breadth ratio of three to one or greater.

Sec. 30-546. Controlling asbestos handling facilities.

Any factory, plant or enterprise which engages in the processing or manufacturing of any asbestos containing product shall control all asbestos handling facilities so that exhaust air can be ducted through necessary air pollution control equipment and samples taken of the gases which are emitted into the ambient air.

Sec. 30-547. Inspection.

- (a) Any factory, plant or enterprise for which a permit is sought or has been granted pursuant to Section 30-542(eb) shall be subject to inspection by the Department at any reasonable time, without prior notice.

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(b) In the event the Department inspects a work site where Asbestos Abatement Activity is taking place, the Asbestos Abatement Contractor must cooperate with the Department's attempts to monitor activity to ensure that safety concerns are appropriately addressed. Upon request, the Asbestos Abatement Contractor will be required to produce required information, including, but not limited to, the following:

- (1) A copy of the Certificate of Registration; and
- (2) Documentation verifying that all employees at that worksite have the appropriate licensure through the Illinois Department of Public Health, if licensure is required.

Sec. 30-548. Sampling.

At a frequency to be determined by the Agency, any factory, plant or enterprise which engages in the processing or manufacturing of any asbestos-containing product shall sample the exhaust from such factory, plant or enterprise and submit the emission data to the Agency.

Sec. 30-549. Transporting.

No product which may emit asbestos-fiber during its transportation shall be transported unless such product be enclosed so as to preclude the emission of asbestos fiber into ambient air.

Sec. 30-550. Violation.

Notwithstanding compliance with Section 30-549 the visible emission of particulate matter in the course of such transportation shall be considered a violation.

Sec. 30-551. Asbestos abatement contractor registration, registration fees and penalties.

(a) In order to ensure that the health and safety of the public is protected from the harmful effects of exposure to asbestos materials caused by negligent or improper Asbestos Abatement Activities, all Asbestos Abatement Contractors doing business in Cook County outside the corporate limits of the City of Chicago must register with the Department of Environmental Control.

(b) No Asbestos Abatement Contractor shall do business in Cook County outside of the corporate limits of the City of Chicago without having a currently valid Certificate of Registration issued by the Department.

(c) The Department shall prepare and maintain a list of registered Asbestos Abatement Contractors which list shall be made available upon request.

(d) To obtain a Certificate of Registration, the Asbestos Abatement Contractor shall complete an application provided by the Department of Environmental Control. The application shall be returned to the Department, accompanied by a non-refundable registration fee set forth in Section 32-1 of the Ordinances of Cook County.

(e) The application shall require the following information:

- (1) The Asbestos Abatement Contractor's name, mailing address, contact person, phone number, and e-mail address, together with its form of ownership. If a corporation, a copy of the corporation's last annual report filed with the Asbestos Abatement Contractor's

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state of incorporation. If the Asbestos Abatement Contractor is a corporation, partnership, or other firm, the substantial owners, as defined in Chapter 34, Article V, Section 34-367 of the Ordinances of Cook County, shall be identified.

- (2) The Asbestos Abatement Contractor's license number issued by the State of Illinois Department of Public Health, the date of license expiration and a copy of said license.
- (3) A list of all enforcement actions taken against the Asbestos Abatement Contractor in the preceding two years for alleged violations of Federal, State or Local Regulations pertaining to the handling, removal or disposal of asbestos-containing materials, including information about the alleged violations charged and the disposition.
- (4) The number of years the Person has been doing business as an Asbestos Abatement Contractor.
- (5) A list of supervisors employed by the Asbestos Abatement Contractor who are licensed by the Illinois Department of Public Health.
- (6) A list of asbestos containing material removal and abatement techniques that have previously been employed by the Asbestos Abatement Contractor.
- (7) A list of the names and addresses of waste disposal sites and waste haulers primarily used by the Asbestos Abatement Contractor.
- (8) Certification by the Asbestos Abatement Contractor that all information furnished to the Department is true and accurate.
- (9) Other information as required by the Department.

(f) The application shall require the Asbestos Abatement Contractor to certify compliance with all Cook County ordinances, including, but not limited to, the following:

- (1) Chapter 30, Environment;
- (2) Chapter 34, Article V, Child Support Payments;
- (3) Chapter 38, Article III, Public Health and Private Nuisances;
- (4) Chapter 58, Article III, Offenses Involving Public Safety, and Article IV, Offenses Involving Public Morals;
- (5) The Cook County Building Ordinance, adopted originally on March 11, 1949, as amended, and/or the Cook County Building Code;
- (6) Chapter 74, Taxation; or
- (7) The Cook County Zoning Ordinance.

(g) The Director shall determine whether the applicant satisfies the requirements to be registered as an Asbestos Abatement Contractor. Upon approval of the application, the Department shall

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issue a Certificate of Registration to the asbestos removal contractor. Such Certificate of Registration shall expire two years following its date of issuance, and shall be renewable.

(h) The Asbestos Abatement Contractor is required to notify the Department of any material changes to the registration requirements set forth in Section 30-551(e). The Director of the Department may revoke the registration if the Asbestos Abatement Contractor fails to notify the Department of any material changes to the registration requirements identified in Section 30-551(e).

(i) The Director shall have the authority to deny an application for a Certificate of Registration. The Director shall provide written notice, via certified mail, of the decision to deny an Asbestos Abatement Contractor's Registration. Any denial must be made in writing and include a statement of the public health or safety concern that was the basis of the denial. The Director may deny issuance of a Certificate of Registration to any Asbestos Abatement Contractor where any one of the following conditions exists:

- (1) Failure to provide any of the required information on the application.
- (2) Providing false information on the application.
- (3) Outstanding violations, debts or penalties owed to Cook County for violation of any County ordinance, unless such violations, debts or penalties are being contested or appealed.
- (4) Failure to have any required licensure by the Illinois Department of Public Health.
- (5) Five or more administrative violations, three or more enforcement actions impacting public health in the two years preceding the date of application or a combined total of five administrative and enforcement actions in the two years preceding the date of application.

(j) If one of the conditions listed in section (i) is found to exist prior to the expiration of the Certificate of Registration, the Director may revoke the registration after notifying the Asbestos Abatement Contractor of the violation via certified mail, of the decision. The contractor shall have ten days from the date of the Director's letter to make a written request for an administrative hearing to contest the decision or to provide information to the Department that reaffirms that they remain in compliance with the requirements of the ordinance. The Asbestos Abatement Contractor may reapply for a Certificate of Registration after a period of 14 business days. Approval of the Certificate of Registration after a revocation shall be probationary for one year after issuance of the Certificate of Registration. Any additional violations during the one-year probation will result in the suspension of the Certificate of Registration for a period of no less than one month and no more than one year.

(k) Any Certificate of Registration issued by the Department pursuant to this article may be renewed if the Asbestos Abatement Contractor submits a completed registration renewal application on a form provided by the Department, and makes payment of a renewal fee set by the Department, consistent with the provisions of Section 32-1 of the Ordinances of Cook County. Renewal of a Certificate of Registration may be withheld if the Director finds that evidence exists that renewal of the Certificate of Registration will present health and safety concerns for the public. The Director may refuse to renew a Certificate of Registration if any of the conditions identified in Section 30-551(i) exist. The Director shall provide written notice, via certified mail, of the decision to deny an Asbestos Abatement Contractor's Registration renewal. Any denial must be made in writing and include a statement of the public health or safety concern that was the basis of the denial. The applicant shall have 15 days from the date of the Director's letter to make a written request for an administrative hearing to contest the Director's decision.

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(l) If the Director denies an application for or revokes a Certificate of Registration or an application for renewal of a Certificate of Registration, the Director shall so notify the Asbestos Abatement Contractor in writing within 30 days of the decision, including a statement of the basis for the denial or revocation. The Asbestos Abatement Contractor shall be given the opportunity to contest the Director's action decision in a hearing as set forth in Article IX, Administrative Hearings, Section 2-901 et seq. of the Code of Ordinances. The Asbestos Abatement Contractor shall be given written notice at least seven days before the hearing is scheduled. The Department of Administrative Hearings shall make a final decision on granting the Certificate of Registration.

(m) Any person that performs asbestos removal activity governed by this article without possessing a valid and current Certificate of Registration issued by the Department shall be subject to fines in accordance with the provisions of Section 30-213 of this article.

(n) The Department shall maintain records of any instances of Asbestos Abatement Activity performed without a Certificate of Registration for five years from the date of the discovery of the nonauthorized activity and said records shall be considered when reviewing subsequent applications for registration.

BE IT FURTHUR ORDAINED, by the Cook County Board of Commissioners, that Chapter 32 Fees, Sec. 32-1 of the Cook County Code is hereby amended as follows:

Sec. 32-1. Fee schedule.

The fees or charges provided for or required by the below-listed sections shall be as shown below:

CHAPTER 30, ENVIRONMENT		
30-551	Asbestos Removal Contractor Certificate of Registration, initial or renewed	200.00
<u>30-544(b)(2)a.</u> <u>30-542(h)(1)</u> <u>30-961(a)</u>	Demolition permit fee	
<u>30-544(b)(2)a.</u> <u>30-542(h)(1)</u>	Residential filing fee (<u>garage/shed</u>)	150.00
<u>30-542(h)(1)</u>	<u>Residential Filing fee (4 units or less)</u>	150.00
<u>30-542(h)(2)</u>	<u>Residential fee(5 units or more)</u>	1,000.00
<u>30-544(b)(2)a.</u> <u>30-542(h)(1)</u>	Commercial and industrial filing fee	350.00 1,000.00
<u>30-544(b)(2)a.</u> <u>30-542(h)(1)</u>	Inspection fee	150.00
<u>30-544(b)(2)b.</u> <u>30-542(h)(2)</u>	Asbestos removal permit	
<u>30-544(b)(2)b.1</u> <u>30-542(h)(2)</u>	Filing fee	200.00
<u>30-542(i).</u>	<u>Operations and Maintenance Asbestos Removal Filing Fee for Healthcare facilities and schools</u>	500.00

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<u>30-542(i).</u>	<u>Operations and Maintenance Asbestos Removal Filing Fee for commercial and industrial buildings</u>	<u>1,000.00</u>
<u>30-544(b)(2)b.2.</u> <u>30-542(h)(2)</u> <u>30-542(i)(8)</u>	Inspection fee shall not exceed \$2,000.00 per project, or inspection period for Operations and Maintenance Permits, or the following, whichever is the lesser:	
<u>30-544(b)(2)b.2.(i)</u> <u>30-542(h)(2)</u> <u>30-542(i)(8)</u>	Asbestos-containing material, per linear foot	2.00
<u>30-544(b)(2)b.2.(ii)</u> <u>30-542(h)(2)</u> <u>30-541(i)(8)</u>	Asbestos-containing material, per square foot	6.00
<u>30-554(b)(2)c.—30-</u> <u>542(h)(3)</u> <u>30-961(c)</u>	Permit revision fee	55.00
<u>30-542(h)(5)</u>	<u>Emergency Variance Filing Fee.</u>	<u>100.00</u>
30-600	Open burning permit fee schedule:	
30-600(1)	Filing fee per permit; maximum ten occurrences (burns) per permit	20.00
30-600(2)	Open burning fee for each day of occurrence (for each burn)	36.00

Effective date: This amended ordinance shall be in effect XXX days after passage.

Commissioner Gorman, seconded by Commissioner Steele, moved that the Proposed Ordinance be referred to the Committee on Environmental Control. (Comm. No. 318998). **The motion carried unanimously.**

PROPOSED ORDINANCE

Transmitting a Communication, dated June 14, 2012 from

DEBORAH STONE, Director, Department of Environmental Control

respectfully submitting for your approval the Cook County Demolition Debris Diversion Ordinance.

Submitting a Proposed Ordinance sponsored by

TONI PRECKWINKLE, President, Cook County Board of Commissioners

PROPOSED ORDINANCE

COOK COUNTY DEMOLITION DEBRIS DIVERSION ORDINANCE

BE IT ORDAINED, by the Cook County Board of Commissioners, that Chapter 30 Environment, Article X Demolition Debris Diversion, Sections 30-961 through 30-972 of the Cook County Code are hereby enacted as follows:

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Sec. 30-961. Short title.

Section 30-961 through Section 30-972 shall be known, and may be cited, as the Cook County Demolition Debris Diversion Ordinance

Sec. 30-962. Purpose and intent.

The purpose of this Ordinance is to establish a program for recycling and salvaging of construction and demolition waste consistent with the Cook County Solid Waste Plan. This Ordinance is intended to introduce reuse and recycling requirements that will help achieve Cook County's goal to:

- (1) Reduce the amount of construction and demolition waste generated at the source;
- (2) Regulate the salvage and transport of salvageable construction and demolition material and to prevent the improper disposal of construction and demolition debris within the County of Cook; and,
- (3) Recover materials for the purpose of recycling and reuse that would otherwise be discarded and return them to the economy.

Sec. 30-963. Findings.

- (a) The County finds and determines that:
 - (1) The County is committed to protecting the public health, safety, welfare and environment and in order to meet these commitments it is necessary that the County promote the reduction of solid waste and reduce the stream of solid waste going to landfills.
 - (2) The debris generated in construction and demolition projects accounts for a significant portion of the materials disposed of in landfills and a large percentage of such debris is comprised of materials particularly suitable for recycling.
 - (3) The reuse and recycling of certain portions of construction and demolition debris is essential to further the County's efforts to reduce solid waste.
 - (4) Except in unusual circumstances, it is feasible to divert an average of at least seventy percent (70%) of all construction and demolition debris from construction and demolition projects.

Sec. 30-964. Definitions

AHERA means the Asbestos Hazard Emergency Response Act, 15 U.S.C. § 2641 *et seq.*

Alteration means any change, addition, or modification of a structure or one or more structural components in any way, including but not limited to the stripping or removal of ACM from a structure component.

ASHARA means the Asbestos School Hazard Abatement Reauthorization Act, 15 USC § 2641 *et seq..*

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Construction and Demolition Debris (“C&D debris”) means waste produced by the demolition or alteration of a structure. C&D debris may include but is not limited to bricks, concrete, masonry materials, soil, rock scrap, scrap metal, plaster, gypsum drywall, plumbing fixtures and piping, insulation, roofing shingles, other roof coverings, reclaimed or other asphalt pavement, glass, plastics, electrical wiring, corrugated cardboard, piping or metals incidental to any of those materials, landscape waste and wood, including painted, treated, coated wood, wood products, wall coverings, and incidental dirt, metal, mortar, gypsum, plasterboard, wood and sand that may be intermingled with reusable or recyclable demolition material generated from demolition activities.

Deconstruction means the process of systematically dismantling a structure in an environmentally, economically and socially responsible manner, aiming to maximize the recovery of materials for reuse and recycling.

Demolition means the deconstructing, destroying, razing, tearing down, alteration or wrecking of any structure or removal of any load-supporting structural member of a facility together with any related handling operations.

Demolition Project involves the demolition of any load-bearing or non-load-bearing building or portion of a building that may or may not contain ACM.

Divert or Diversion means to recycle or reuse demolition debris for any purpose other than disposal in a landfill, incineration facility.

Facility means an establishment that collects material, including construction and demolition debris, and either reprocesses or aggregates the material to be sold back into the market or serves as an intermediate or permanent site for disposal. Facilities include recycling establishments, building material reuse centers, transfer stations or landfills.

Hauler means an establishment that collects and transports material, including construction and demolition debris, from the original site of generation or intermediate site to another destination, such as a facility.

Recycle or Recycling means to set aside, handle, package or offer for collection residential, commercial, or industrial solid waste materials or by-products for the purpose of being reused or processed and then returned to the economic mainstream as useful products.

Remodel or Renovation means the altering of an existing building or structure, or any portion of its structural components or systems, including the stripping, removal or abatement of ACM from a building or structure. Operations in which load-supporting structural members are wrecked or taken out are demolitions.

Reuse means recovering material for repeated use in the same form. This includes materials that are reused in the same location as they are generated.

Sec. 30-965. Demolition Debris Diversion Requirements.

(a) Except as provided in section 30-967, applications for a demolition permit will be subject to the following Demolition Debris Diversion Requirements:

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- (1) Any residential building is subject to a minimum five percent (5%) by weight reuse requirement and a minimum total seventy percent (70%) by weight diversion requirement.
- (2) Any non-residential building is subject to a seventy percent (70%) by weight recycling requirement with reuse encouraged whenever possible.

Sec. 30-966. Submission of Demolition Permit Application.

(a) To be issued a demolition permit, a demolition permit application, including an asbestos inspection report, completed to AHERA/ASHARA standards, conducted by an Illinois Department of Public Health certified building inspector, must be submitted no less than 10 business days prior to the start of the demolition project, reviewed, and approved by the Director.

(b) Application may include but is not limited to a Demolition Debris Diversion Plan, estimating the respectively required diversion goals as set out in Sec. 30-965 and the transport means and destinations of demolition debris. The Demolition Debris Diversion Plan shall include, but is not limited to, the Estimated Material Tracking Form and the Material Transport Form.

- (c) The Estimated Material Tracking Form shall require the following information:
 - (1) The estimated quantity of each type of demolition debris and proposed means of diversion. The applicant shall list the types of demolition debris by material and the estimated amount of each type of demolition debris that will be reused or recycled. In estimating the weight of the demolition debris, the applicant shall use the conversion rates approved by the Director for this purpose.
 - (2) The estimated total weight of demolition debris generated by the project, which is calculated at the end of the Estimated Material Tracking Form.
 - (3) A list with the name and address of the hauler or haulers that will transport each type of the demolition debris and the name and address of the facility or facilities that will receive the demolition debris.
- (d) The application shall require certification of compliance with all Cook County ordinances, including, but not limited to, the following:
 - (1) Chapter 30, Environment;
 - (2) Chapter 34, Article V, Child Support Payments;
 - (3) Chapter 38, Article III, Public Health and Private Nuisances;
 - (4) Chapter 58, Article III, Offenses Involving Public Safety, and Article IV, Offenses Involving Public Morals;
 - (5) The Cook County Building Ordinance, adopted originally on March 11, 1949, as amended, and/or the Cook County Building Code;
 - (6) Chapter 74, Taxation; or
 - (7) The Cook County Zoning Ordinance.

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Sec. 30-967. Exceptions to the Demolition Debris Diversion requirements.

(a) The following structures will be exempt from the Demolition Debris Diversion Requirements of Sec. 30-965 but must still apply for Demolition Permit before commencing any demolition activity:

- (1) Garages and sheds; and
- (2) Projects that are not demolishing any load-bearing walls.

(b) In the event that the applicant believes that the diversion of all or some demolition debris is impossible or impracticable, the applicant shall submit written justification and supplemental documentation along with the application substantiating the reasons the project should be exempt from the diversion requirements or be subject to decreased diversion requirements should be decreased. As a result, the applicant shall be subject to a required site inspection by the Department to verify this claim.

(c) The Director or his/her designee shall determine, in writing, whether any of the Demolition Debris Diversion Requirements shall be waived in whole or in part on the grounds of impracticability or impossibility.

(d) If the Director or his/her designee declines to approve a Demolition Permit Application, he or she shall document in writing the basis of denial.

Sec. 30-968. Submission of Demolition Debris Diversion Report.

(a) Within ten (10) days of the expiration of the demolition permit the permit holder or his or her designee shall submit to the Department a Demolition Debris Diversion Report verifying that the Demolition Debris Diversion Requirements were met as set out in Sec. 30-965.

(b) Applicants shall use a standard Demolition Debris Diversion Report provided by the Department.

(c) The Demolition Debris Diversion Report shall include, but is not limited to, the Actual Tracking Form and the Material Transport Reports.

- (1) The Actual Material Tracking Form shall contain the following information:
 - a. The weight of demolition debris that was diverted by type of material, diversion method, haulers that managed the debris, and facilities that received the debris.
 - b. The weight of demolition debris that was not diverted.
- (2) Material Transport Reports shall be submitted to substantiate the Actual Material Tracking Form and shall contain the following information for each facility used:
 - a. A complete list of the types of demolition debris transported to each facility, including itemized weight for each type;
 - b. The total weight of demolition debris transported to each facility;

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- c. The final destination for the materials as managed by each facility;
- d. Each facility's contact information; and,
- e. Any barriers encountered that prohibited diversion of demolition debris.

(3) Certification by the General Contractor that all information furnished to the Department is true and accurate.

(d) If the Demolition Debris Diversion Report shows that the project failed to meet the Demolition Debris Diversion Requirements as set out in Sec. 30-965, the applicant shall be in violation of this Ordinance and subject to the fines as specified in Sec. 30-972.

(e) An applicant who fails to submit the required documentation as provided herein shall be subject to the full amount of the fines specified in Section 30-213 as if no amount of demolition debris was recycled or reused.

(f) Any false statement, documentation or audit non-compliance shall result in fines and/or penalties pursuant to this Ordinance and/or the penalties specified in Section 30-972.

(g) Notwithstanding the foregoing, where title to the property is transferred to a bona fide purchaser after the rehabilitation of the property, if an applicant is unavailable or refuses to provide the required documentation, the bona fide purchaser may obtain a certificate of occupancy by submitting a waiver application supported by an affidavit that the applicant is unavailable or refuses to provide the required documentation.

Sec. 30-969. Exceptions to the Demolition Debris Diversion Report.

(a) In the event that the applicant was unable to divert the amount of demolition debris as required by Sec. 30-965, the applicant shall submit written justification and supplemental documentation along with the Demolition Debris Diversion Report substantiating the reasons it was impossible or impracticable for the project to achieve its estimated diversion goals.

(b) The Director shall consider this documentation to determine whether the applicant has violated the reporting requirements as set out in Sec. 30-968.

(c) If the Director finds that the applicant has not submitted sufficient written justification and supplemental documentation to justify the impossibility or impracticability to meet this requirement, the Director shall make a written finding that the Applicant has violated the provisions of this Article and state the basis for that finding in writing.

(d) If the project has been exempt from meeting the Demolition Debris Diversion Requirements as set out in Sec. 30-967, the project shall be exempt from submitting a Demolition Debris Diversion Report. If a project has been issued a Demolition Permit with Demolition Debris Diversion Requirements lower than set out in Sec. 30-965, the project is still required to submit a Demolition Debris Diversion Report.

Sec. 30-970. County's right to monitor and inspect.

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(a) The Director or his/her designee may inspect and monitor all demolition projects to determine actual levels of demolition debris diversion and to validate the information provided in the Demolition Debris Diversion Plan and the Demolition Debris Diversion Report.

(b) An applicant shall retain the receipts or weight tickets for the quantities of materials reused recycled and landfilled as indicated in the Demolition Debris Diversion Report for at least three years after the demolition is complete.

(c) Site inspections by the Department may occur during demolition activity to verify proper siting and material handling procedures are being followed in compliance with all applicable sections of the Cook County Code.

Sec. 30-971. Rulemaking.

The Department shall prescribe reasonable rules, definitions, and regulations necessary to carry out the duties imposed upon it by this Ordinance.

Sec. 30-972. Penalties.

(a) A permit holder is in violation this Cook County Demolition Debris Diversion Ordinance by:

- (1) Failing to submit Demolition Debris Diversion Report;
- (2) Failing to timely file a required Demolition Debris Diversion Report;
- (3) Failing to complete Demolition Debris Diversion Report to a satisfactory degree, which includes submitting inaccurate, incomplete, inconsistent, or illegible information;
- (4) Failing to maintain records required by this Article;
- (5) Failing to divert demolition debris as required by Sec. 30-965;
- (6) Violating any other portion of the Cook County Demolition Debris Diversion Ordinance.

(b) With respect to violating this Ordinance, a full list of penalties and fines are listed in Sec. 30-213.

(c) Criminal prosecutions pursuant to this Ordinance shall in no way bar the right of Cook County to institute civil proceedings to recover fines, interest and costs incurred for such proceedings. Civil penalties and interest assessed pursuant to this Ordinance shall be computed at the rate provided by the Cook County Uniform Penalty, Interest and Procedures Ordinance.

Effective date: This Ordinance shall take effect 120 days after passage.

Commissioner Gorman, seconded by Commissioner Steele, moved that the Proposed Ordinance be referred to the Committee on Environmental Control. (Comm. No. 318999). **The motion carried unanimously.**

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SHERIFF'S DEPARTMENT OF FISCAL ADMINISTRATION AND SUPPORT SERVICES

AGREEMENT

Transmitting a Communication, dated June 27, 2012 from

THOMAS J. DART, Sheriff of Cook County

by:

ALEXIS HERRERA, Chief Financial Officer

requesting authorization for the Cook County Sheriff, to execute an agreement with BOC Land, LLC, Chicago, Illinois, for the sale of Intellectual Property Assets.

Reason: During the investigation at the Burr Oak Cemetery the Sheriff's Office collected vast amounts of information and developed various databases pertaining to burial records at the cemetery. BOC Land, LLC, is the current owner of Burr Oak Cemetery and has agreed to reimburse Cook County for all rights, titles and interest of the database. In addition, they will also own the domain name <http://burroak.net>.

Estimated Fiscal Impact: Revenue Generating - \$100,000.00.

Approved as to form by the Cook County State's Attorney's Office.

In accordance with Cook County Code Section 2-107(z)(1) Amendment or suspension of rules, Commissioner Daley, seconded by Commissioner Garcia, moved to suspend Section 2-107(h)(1) Prior notice to public; agendas. **The motion carried unanimously.**

Commissioner Reyes, seconded by Commissioner Silvestri, moved that the request of the Sheriff of Cook County be approved and that the Proper Officials be authorized to sign on behalf of Cook County. **The motion carried unanimously.**

INTERGOVERNMENTAL AGREEMENT

Transmitting a Communication, dated April 30, 2012, from

THOMAS J. DART, Sheriff of Cook County

by

ALEXIS A. HERRERA, Chief Financial Officer

requesting authorization to enter into and execute an intergovernmental agreement between the Cook County Sheriff's Office and the Forest Preserve District of Cook County.

As part of this Intergovernmental Agreement, the Sheriff shall assign Sheriff Work Alternative Program (S.W.A.P) offenders to perform grounds-keeping and simple maintenance to various properties under the jurisdiction of the Forest Preserve.

The Forest Preserve agrees to reimburse the Sheriff's Office in an amount approximately equal to the salary, benefits and administrative costs for four (4) hours per day for one (1) Court Services Sergeant and eight (8) hour per day for four (4) Court Services Deputies. The number of Cook County Sheriff's

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employees assigned to the Cook County Forest Preserve may exceed the number anticipated in this IGA. The total per annum amount shall not exceed \$500,000.00.

This is a two-year agreement that can be renewed for a subsequent two (2) year period.

This agreement has been reviewed and approved as to form by the Cook County State's Attorney's Office.

Estimated Fiscal Impact: None. Contract period: January 1, 2012 through December 31, 2013.

Commissioner Reyes, seconded by Commissioner Silvestri, moved that the request of the Chief Financial Officer be approved and that the Proper Officials be authorized to sign on behalf of Cook County. **The motion carried unanimously.**

PROPOSED CONTRACT

Transmitting a Communication, dated July 6, 2012 from

THOMAS J. DART, Sheriff of Cook County

by

ALEXIS HERRERA, Chief Financial Officer, Cook County Sheriff's Office

and

MARIA DE LOURDES COSS, Chief Procurement Officer

requesting authorization for the Chief Procurement Officer to enter into and execute a contract with CBM Managed Services, Sioux Falls, South Dakota, for Food Service for the Cook County Department of Corrections, Sheriff's Women's Justice Programs, Boot Camp, Department of Reentry and Diversion and Court Services.

Reason: On October 17, 2011, a Request for Proposal was issued for Food Service Management for the Cook County Sheriff's Office. The RFP process was followed in accordance with the Cook County Procurement Code. Proposals were received on November 30, 2011 and an evaluation process was conducted based on the evaluation criteria outlined in the RFP document. It was determined that CBM Managed Services offered the best value. Upon board approval, the contract will be assigned to CBM Premier Management LLC as indicated in their proposal. This will strengthen the local participation within the structure of the team.

In addition CBM Managed Services also provided revenue opportunities for both Cook County General Funds and Inmate Welfare Funds.

Estimated Fiscal Impact: \$38,360,583.23. (212-223 \$869,998.17; 230-231 \$179,088.00; 235-223 \$1,440,752.04; 236-223 \$1,753,233.45; 239-223 \$34,117,511.57 Accounts). Contract period: Thirty-Six months with three (3) additional one-year renewal options.

Approval of this item would commit Fiscal Years 2013, 2014, 2015 funds.

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In accordance with Cook County Code Section 2-107(z)(1) Amendment or suspension of rules, Commissioner Daley, seconded by Commissioner Garcia, moved to suspend Section 2-107(h)(1) Prior notice to public; agendas. **The motion carried unanimously.**

Commissioner Daley, seconded by Commissioner Sims, moved that the communication be referred to the Committee on Finance. (Comm. No. 319031). **The motion carried unanimously.**

BUREAU OF FINANCE

PROPOSED ORDINANCE

respectfully submitting a Proposed Ordinance providing for the issuance of Sales Tax Revenue Bonds, Series 2012 for your approval.

Submitting a Proposed Ordinance sponsored by

TONI PRECKWINKLE, President, JOHN P. DALEY, JOAN PATRICIA MURPHY, and
ROBERT B. STEELE, JESUS G. GARCIA, LARRY SUFFREDIN AND JEFFREY R. TOBOLSKI,
County Commissioners

PROPOSED ORDINANCE

AN ORDINANCE providing for the issuance of Sales Tax Revenue Bonds, Series 2012, of the County of Cook, Illinois; the approval, execution and delivery of a Master Trust Indenture and of a First Supplemental Indenture: and providing for other matters in connection with the issuance of the Series 2012 Bonds

WHEREAS, pursuant to Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois (the “Illinois Constitution”, the County of Cook, Illinois (the “County”) is a home rule unit of local government and as such may exercise any power and perform any function pertaining to its government and affairs, including, but not limited to, the power to tax and to incur debt; and

WHEREAS, the County may also exercise powers relating to the power to tax and to incur debt pursuant to the Counties Code, as supplemented and amended by the Local Government Debt Reform Act of the State of Illinois (collectively, the “Act”); and

WHEREAS, the Board of Commissioners of the County (the “Corporate Authorities”) has not adopted any ordinance, resolution, order or motion or provided any County Code provisions which restrict or limit the exercise of the home rule powers of the County in the issuance of sales tax revenue bonds for corporate purposes or which otherwise provide any special rules or procedures for the exercise of such powers; and

WHEREAS, it is in the best interests of the inhabitants of the County and necessary for the welfare of the government and affairs of the County to provide for financing surface transportation and highway improvements, including, but not limited to, arterial street and highway construction and resurfacing, bridge and other structural improvements and repairs, traffic signal modernization, new traffic signal installation and median construction (collectively, the “Series 2012 Project”); and

WHEREAS, the specific transportation and highway improvement projects initially constituting the Series 2012 Project are as set forth on Exhibit A to this Ordinance; and

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WHEREAS, the costs of the Series 2012 Project are estimated to be not less than One Hundred Million Dollars (\$100,000,000); and

WHEREAS, the Corporate Authorities have determined that it is advisable and necessary to authorize the issuance of County of Cook, Illinois, Sales Tax Revenue Bonds, Series 2012 (the “Series 2012 Bonds”) for the following purposes: (i) paying a portion of the costs of the Series 2012 Project; (ii) capitalizing interest payable on the Series 2012 Bonds to the extent determined to be necessary as provided herein; (iii) funding a debt service reserve fund for the Series 2012 Bonds to the extent determined to be necessary as provided herein; and (iv) paying the expenses of issuing the Series 2012 Bonds; and

WHEREAS, the County, by virtue of its constitutional home rule powers and all laws applicable thereto has the power to issue the Series 2012 Bonds and such borrowing is for a proper public purpose and in the public interest; and

WHEREAS, the Corporate Authorities have determined that in connection with the issuance of the Series 2012 Bonds it is advisable and necessary to authorize the execution and delivery of a master trust indenture (the “Master Indenture”), and one or more supplemental trust indenture (collectively, the “First Supplemental Indenture”); and

WHEREAS, while the Series 2012 Bonds will be secured by and payable from Pledged Sales Tax Revenues, as defined and described in the Master Indenture, the County expects to use moneys allotted to the County from the State Motor Fuel Tax Fund, as provided in Section 8 of the Motor Fuel Tax Law (35 ILCS 505/1 et seq, as amended) (the “County Motor Fuel Tax Revenues”), to reimburse itself for all or portions of such Pledged Sales Tax Revenues as are applied to pay debt service on the Series 2012 Bonds, with such reimbursement subject to approval by the Illinois Department of Transportation (“IDOT”) pursuant to the provisions of Division 7 of Article 5 of the Illinois Highway Code (605 ILCS 1/1-101 et seq, as amended); and

WHEREAS, the County wishes to request approval from IDOT to apply County Motor Fuel Tax Revenues for the purposes described in the prior preamble.

NOW THEREFORE BE IT ORDAINED, by the Board of Commissioners of the County of Cook, Illinois, as follows:

Section 1. Findings. The Corporate Authorities hereby find that all of the recitals contained in the preambles to this Ordinance are full, true and correct and do hereby incorporate them into this Ordinance by this reference. It is hereby found and determined that the Corporate Authorities have been authorized by law to issue the Series 2012 Bonds to pay the costs of the Series 2012 Project. It is hereby found and determined that such borrowing of money pertains to the government and affairs of the County, is necessary for the welfare of the government and affairs of the County, is for a proper public purpose or purposes and is in the public interest, and is authorized pursuant to the Act; and these findings and determinations shall be deemed conclusive. The issuance of the Series 2012 Bonds is authorized by the Illinois Constitution and the Act and the Series 2012 Bonds shall be issued pursuant to the Illinois Constitution and the Act.

Section 2. Issuance of the Series 2012 Bonds.

(a) There shall be authorized the issuance of the Series 2012 Bonds in the aggregate principal amount of not to exceed One Hundred Twenty-five Million Dollars (\$125,000,000) plus an amount equal to the amount of any original issue discount used in the marketing of the Series 2012 Bonds (not to exceed ten percent (10%) of the principal amount thereof) for the purposes described in the preambles to

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this Ordinance. The Series 2012 Bonds may be issued from time to time in said aggregate principal amount, or such lesser aggregate principal amount as may be determined by the Chief Financial Officer of the County (it being hereby expressly provided that in the event of a vacancy in the office of Chief Financial Officer or the absence or temporary or permanent incapacity of the Chief Financial Officer, the officer so designated by the President shall be authorized to act in the capacity of the Chief Financial Officer for all purposes of this Ordinance). Each of the Series 2012 Bonds shall be designated "Sales Tax Revenue Bonds, Series 2012", with such additions, modifications or revisions as shall be determined to be necessary by the Chief Financial Officer at the time of the sale and having any other authorized features determined by the Chief Financial Officer as desirable to be reflected in the title of the Series 2012 Bonds.

(b) The Bonds shall be issued and secured pursuant to the terms and provisions of the Master Trust Indenture, the First Supplemental Indenture but within the limitations prescribed in this Ordinance. The Master Trust Indenture and the First Supplemental Indenture are both to be entered into between the County and such trustee having its principal corporate trust office located within the County (the "Trustee") as shall be selected by the President or the Chief Financial Officer. The President and the Chief Financial Officer are each hereby authorized to execute and deliver the Master Trust Indenture, and the First Supplemental Indenture on behalf of the County, such Master Trust Indenture to be in substantially the form attached hereto as Exhibit B, and such First Supplemental Indenture to be in substantially the form attached hereto as Exhibit C and each is made a part hereof and hereby approved with such changes therein as shall be approved by the President or Chief Financial Officer executing the same, with such execution to constitute conclusive evidence of their approval and the Corporate Authorities' approval of any changes or revisions therein from the form attached hereto. All capitalized terms used in this Ordinance without definition shall have the meanings assigned to such terms in the Master Trust Indenture, or the First Supplemental Indenture. The President and the Chief Financial Officer are each hereby authorized to act as an Authorized Officer for the purposes provided in the Master Trust Indenture, and the First Supplemental Indenture.

(c) The Master Trust Indenture shall set forth such covenants with respect to the imposition and application of the Pledged Sales Tax Revenues as shall be deemed necessary by the Chief Financial Officer in connection with the sale of the Series 2012 Bonds. The Series 2012 Bonds shall be executed by the officers of the County and prepared in the form as provided in the First Supplemental Indenture, with such changes therein as shall be approved by the President or the Chief Financial Officer executing the same, with such execution to constitute conclusive evidence of their approval and the Corporate Authorities' approval of any changes or revisions therein from the form attached thereto.

(d) The principal of the Series 2012 Bonds shall become due and payable on or before the later of: (i) November 15, 2042 or (ii) the date which 30 years after the date of issuance of the Series 2012 Bonds. The Series 2012 Bonds shall be dated no earlier than August 1, 2012 and not later than the date of issuance thereof, as shall be provided in the First Supplemental Indenture (any such date for any Bonds being the "Dated Date"). The Series 2012 Bonds that are Current Interest Bonds shall bear interest at a rate or rates not to exceed seven percent (7%) per annum as determined by the Chief Financial Officer at the time of the sale thereof. The Series 2012 Bonds that are Capital Appreciation Bonds or Capital Appreciation and Income Bonds shall have yields to maturity (as defined below) not to exceed seven percent (7%) per annum as determined by the Chief Financial Officer at the time of the sale thereof. Each Series 2012 Bond that is a Capital Appreciation Bond or a Capital Appreciation and Income Bond shall bear interest from its date at the rate per annum compounded semiannually on each May 15 and November 15, commencing on such May 15 or November 15 as determined by the Chief Financial Officer at the time of sale thereof that will produce the yield to maturity identified therein until the maturity date thereof (the "Yield to Maturity"). Interest on the Series 2012 Bonds that are Capital Appreciation Bonds shall be payable only at the respective maturity dates thereof. Interest on the Series

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2012 Bonds that are Capital Appreciation and Interest Bonds shall be payable only on Interest Payment Dates occurring after the Interest Commencement Date.

(e) The Series 2012 Bonds may be issued as Fixed Rate or Variable Rate Bonds as provided in the First Supplemental Indenture, all as determined by the Chief Financial Officer at the time of the sale thereof. Interest rates on Variable Rate Bonds shall be established as provided in the definition of Variable Rate Bonds in the Master Trust Indenture and specified Series 2012 Bonds issued as Variable Rate Bonds may bear interest at rates that differ from the rates borne by other Series 2012 Bonds issued as Variable Rate Bonds and may have different optional and mandatory tender and purchase provisions. Any Series 2012 Bond that initially bears interest at a Variable Rate may thereafter bear such other interest rate or rates as may be established in accordance with the provisions of the related supplemental indenture.

(f) The Series 2012 Bonds shall be redeemable prior to maturity at the option of the County, in whole or in part on any date, at such times and at such redemption prices (to be expressed as a percentage of the principal amount of Series 2012 Bonds that are Current Interest Bonds being redeemed and expressed as a percentage of the Accrued Amount of Series 2012 Bonds that are Capital Appreciation Bonds being redeemed) not to exceed one hundred three percent (103%), plus, in the case of Series 2012 Bonds that are Current Interest Bonds, accrued interest to the date of redemption, all as shall be determined by the Chief Financial Officer at the time of the sale thereof. Certain of the Series 2012 Bonds may be made subject to sinking fund redemption, at par and accrued interest to the date fixed for redemption, as determined by the Chief Financial Officer at the time of the sale thereof; *provided* that the Series 2012 Bonds shall reach final maturity not later than the date set forth in Section 2(d) hereof.

(g) Each Series 2012 Bond that is a Current Interest Bond shall bear interest (computed upon the basis of a three hundred sixty (360) day year of twelve (12) thirty (30) day months) payable on the first days of May and November of each year, commencing on such May 1 and November 1 as determined by the Chief Financial Officer at the time of the sale thereof.

(h) The Series 2012 Bonds may be issued in either certificated or book-entry only form as determined by the Chief Financial Officer. In connection with the issuance of Series 2012 Bonds in book-entry only form, the Chief Financial Officer is authorized to execute and deliver a representation letter to the book-entry depository selected by the Chief Financial Officer in substantially the form previously used in connection with obligations issued by the County in book-entry form.

Section 3. Sale of the Series 2012 Bonds; Bond Order; Financing Team; Execution of Documents Authorized; Undertakings; Offering Materials; Credit Facilities; ISDA Documents.

(a) The Chief Financial Officer is hereby authorized to sell all or any portion of the Series 2012 Bonds to the Underwriters described in Section 3(c) below, from time to time, and in one or more series, on such terms as he or she may deem to be in the best interests of the County; *provided* that the Series 2012 Bonds shall not be sold at a purchase price that is less than ninety-eight percent (98%) of the par amount of the Series 2012 Bonds (but exclusive of any net original issue discount used in the marketing of the Series 2012 Bonds, which shall not exceed 10% of the principal amount thereof), plus accrued interest, if any, on the Series 2012 Bonds from their Dated Date to the date of their issuance. Nothing contained in this Ordinance shall limit the sale of the Series 2012 Bonds, or any maturity or maturities thereof, at a price or prices in excess of the principal amount thereof.

(b) All or any portion of the Bonds may be issued as (i) bonds the interest paid and received thereon is excludable from the gross income of the owners thereof for federal income tax purposes under the Internal Revenue Code of 1986, as amended (the "Code") (except to the extent that such interest is

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taken into account in computing an adjustment used in determining the alternative minimum tax for certain corporations ("Tax-Exempt Bonds"); or (ii) bonds the interest paid and received thereon is not excludable from the gross income of the owners thereof for federal income tax purposes under the Code ("Taxable Bonds"). The Chief Financial Officer may elect to use such title or designation as he or she shall deem appropriate to reflect the federal tax status of interest paid and received with respect to the Series 2012 Bonds as either Tax-Exempt or Taxable.

(c) The selection of the following party or parties in the capacity as indicated is hereby expressly approved in connection with the issuance and sale of the Series 2012 Bonds:

<u>Capacity</u>	<u>Party or Parties</u>
Senior Manager	Wells Fargo Bank, N. A.
Co-Senior Manager	Rice Financial Products
Co-Managers	Ramirez & Co., Inc.
	JP Morgan Securities LLC
	BMO Capital Markets
	PNC Capital Markets LLC
	George K. Baum & Company
Bond Counsel	Mayer Brown LLP
Co-Bond Counsel	Charity & Associates P.C.
Financial Advisor	A.C. Advisory, Inc.
Underwriters' Counsel	Ungaretti & Harris LLP
Co-Underwriters' Counsel	Greene and Letts

The President and the Chief Financial Officer are hereby expressly authorized and directed to select the Trustee, their selection thereof to constitute approval by the Corporate Authorities without further official action by or direction from the Corporate Authorities. The Trustee shall be a bank or corporate trust company having fiduciary powers.

(d) Subsequent to the sale of the Series 2012 Bonds, the Chief Financial Officer shall file in the office of the County Clerk a Bond Order, with a copy of the executed Master Trust Indenture and the First Supplemental Indenture each attached and directed to the Corporate Authorities identifying: (i) the aggregate principal amount of the Series 2012 Bonds sold and the purchase price at which the Series 2012 Bonds were sold; (ii) the principal amount of the Series 2012 Bonds maturing and subject to mandatory redemption in each year; (iii) the optional redemption provisions applicable to the Series 2012 Bonds; (iv) the interest rate or rates payable on the Series 2012 Bonds; (v) the amount of the Series 2012 Bonds being sold as Capital Appreciation Bonds, Capital Appreciation and Interest Bonds or Current Interest Bonds; (vi) the amount of Series 2012 Bonds being sold as Variable Rate Bonds; (vii) the Dated Date of the Series 2012 Bonds; (viii) the identity of any municipal bond insurer and of any provider of a debt service reserve fund surety bond; (ix) the identity of any provider of a Credit Facility; (x) the federal income tax status of the Series 2012 Bonds are either Tax Exempt or Taxable; (xi) the terms of any Qualified Swap Agreement, including the identify of any Swap Provider; (xii) the identity of any remarketing agent; (xiii) the information regarding the title and designation of the Series 2012 Bonds; together with (xiv) any other matter authorized by this Ordinance to be determined by the Chief Financial Officer at the time of sale of the Series 2012 Bonds, and thereafter the Series 2012 Bonds so sold shall be duly prepared and executed in the form and manner provided herein and delivered to the respective Underwriters in accordance with the terms of sale.

(e) The President, the Chief Financial Officer or any other officer, official or employee of the County so designated by a written instrument signed by the President or the Chief Financial Officer and

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filed with the Trustee (a “Designated Officer”) are hereby authorized to execute such documents, with appropriate revisions to reflect the terms and provisions of the Series 2012 Bonds as authorized by this Ordinance and such other revisions in text as the President or the Chief Financial Officer shall determine are necessary or desirable in connection with the sale of the Series 2012 Bonds, to effect the issuance and delivery and maintenance of the status of the Series 2012 Bonds, including but not limited to:

- (i) the contract of purchase (the “*Purchase Contract*”) by and between the County and the Underwriters, which Purchase Contract shall be in form acceptable to the Chief Financial Officer and as customarily entered into by the County;
- (ii) the continuing disclosure undertaking (the “Continuing Disclosure Undertaking”), as approved by the Chief Financial Officer to effect compliance with Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, with such revisions as are deemed appropriate to reflect the issuance of the Series 2012 Bonds as bonds secured by Pledged Sales Tax Revenues;
- (iii) such certification, tax returns and documentation as may be required by Bond Counsel, including, specifically, a tax agreement, to render their opinion as to the Tax Exempt status of Series 2012 Bonds; and
- (iv) the execution thereof by such Designated Officers is hereby deemed conclusive evidence of approval thereof with such changes, additions, insertions, omissions or deletions as such officers may determine, with no further official action of or direction by the Corporate Authorities.

(f) When the Continuing Disclosure Undertaking is executed and delivered on behalf of the County, it will be binding on the County and the officers, agents, and employees of the County, and the same are hereby authorized and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of such Continuing Disclosure Undertaking as executed and delivered. Notwithstanding any other provisions hereof, the sole remedies for failure to comply with any Continuing Disclosure Undertaking shall be the ability of the beneficial owner of any Series 2012 Bond to seek mandamus or specific performance by court order, to cause to the County to comply with its obligations thereunder.

(g) Offering Materials. The preparation, use and distribution of a preliminary official statement and an official statement relating to the sale and issuance of the Series 2012 Bonds are hereby authorized and approved. The President and Chief Financial Officer are each hereby authorized to execute and deliver an official statement relating to the sale and issuance of the Series 2012 Bonds on behalf of the County, and in substantially the form previously used by the County with such revisions as the President or the Chief Financial Officer shall determine are necessary or required in connection with the sale of the Series 2012 Bonds.

(h) In connection with the sale of the Series 2012 Bonds, if determined by the President or the Chief Financial Officer to be in the best financial interest of the County, the Chief Financial Officer is authorized to procure one (1) or more municipal bond insurance policies covering all or a portion of the Series 2012 Bonds and to procure one (1) or more debt service reserve fund surety bonds for deposit into the Series 2012 Debt Service Reserve Subaccount.

(i) In connection with the sale of the Series 2012 Bonds, the President or the Chief Financial Officer is hereby authorized to obtain a Credit Facility with one or more financial institutions. The President or the Chief Financial Officer is hereby authorized to enter into a reimbursement agreement and to execute and issue a promissory note in connection with the provisions of each Credit Facility. Any

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Credit Facility and any reimbursement agreement shall be in substantially the form of the credit facilities and reimbursement agreements previously entered into by the County in connection with the sale of general obligation bonds or notes, but with such revisions in text as the President or the Chief Financial Officer shall determine are necessary or desirable, the execution thereof by the President or the Chief Financial Officer to evidence the approval by the Corporate Authorities of all such revisions. The annual fee paid to any financial institution that provides a Credit Facility shall not exceed two percent (2.00%) of the average principal amount of such Series 2012 Bonds outstanding during such annual period. The final form of reimbursement agreement entered into by the County with respect to the Series 2012 Bonds shall be attached to the Bond Order filed with the County Clerk pursuant to this Section. Any promissory or similar note delivered in connection with any such reimbursement agreement shall mature not later than the final maturity date of the Bonds and each such promissory or similar note shall bear interest at a rate not exceeding 15 (fifteen) percent per annum. The President or the Chief Financial Officer is hereby authorized to execute and deliver each such reimbursement agreement.

(j) In connection with the sale of the Series 2012 Bonds, the President or the Chief Financial Officer is hereby authorized to execute and deliver from time to time one or more "Qualified Swap Agreements" (as defined in the Master Indenture) with Swap Providers (as defined in the Master Indenture) selected by the Chief Financial Officer. The stated aggregate notional amount under all such agreements authorized hereunder shall not exceed the principal amount of the Series 2012 Bonds issued hereunder (net of offsetting transactions entered into by the County). Any such agreement to the extent practicable shall be in substantially the form of either the Local Currency - Single Jurisdiction version or the Multicurrency-Cross Border version of the 1992 ISDA Master Agreement accompanied by the U.S. Municipal Counterparty Schedule published by the International Swap Dealers Association (the "ISDA") or any successor form to be published by the ISDA, and in the appropriate confirmations of transactions governed by that agreement, with such insertions, completions and modifications thereof as shall be approved by the officer of the County executing the same, his or her execution to constitute conclusive evidence of the Corporate Authorities' approval of such insertions, completions and modifications thereof. Amounts payable by the County under any such agreement (being "*Swap Payments*") shall constitute operating expenses of the County payable from any moneys, revenues, receipts, income, assets or funds of the County available for such purpose or be payable from the sources pledged to the payment of the Series 2012 Bonds, as the Chief Financial Officer may from time to time determine. Such amounts shall not constitute an indebtedness of the County for which its full faith and credit is pledged. Nothing contained in this Section shall limit or restrict the authority of the President or the Chief Financial Officer to enter into similar agreements pursuant to prior or subsequent authorization of the Corporate Authorities.

(k) In connection with the sale of any Series 2012 Bonds issued as Variable Rate Bonds, the President or the Chief Financial Officer is hereby authorized to execute and deliver a Remarketing Agreement relating to the Series 2012 Bonds in substantially the form previously used for similar financings of the County, with appropriate revisions in text as the President or the Chief Financial Officer shall determine are necessary or desirable, the execution thereof by the President or the Chief Financial Officer to evidence the approval by the Corporate Authorities of all such revisions. The President or the Chief Financial Officer is hereby delegated the authority to appoint a remarketing agent with respect to the Series 2012 Bonds in the manner provided in the First Supplemental Indenture.

Section 4. Alternative Allocation of Proceeds of Series 2012 Bonds. The County by its Corporate Authorities reserves the right, as it becomes necessary from time to time, to change the purposes of expenditure of the Series 2012 Bonds, to change priorities, to revise cost allocations between expenditures and to substitute projects, in order to meet current needs of the County; subject, however, to the provisions of the Act and to the tax covenants of the County relating to the Tax Exempt status of interest on Tax Exempt Bonds and further subject to the provisions of the Master Indenture, and the First

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Supplemental Indenture regarding amendments thereto. To the extent any action of the County described in the prior sentence is proposed to be taken with respect to the proceeds of Tax Exempt Bonds, it shall be conditioned on receipt by the County of an Opinion of Bond Counsel to the effect that such action shall not cause the interest on such Bonds to become subject to federal income taxation.

Section 5. Reimbursement. None of the proceeds of the Tax Exempt Bonds will be used to pay, directly or indirectly, in whole or in part, for an expenditure that has been paid by the County prior to the date hereof except architectural, engineering costs or construction costs incurred prior to commencement of the Series 2012 Project or expenditures for which an intent to reimburse was properly declared under Treasury Regulations Section 1.150-2. This Ordinance is in itself a declaration of official intent under Treasury Regulations Section 1.150-2 as to all costs of the Series 2012 Project paid after the date hereof and prior to issuance of the Series 2012 Bonds.

Section 6. Tax Covenant. With respect to any Tax Exempt Bonds, the County covenants to take any action required by the provisions of Section 148(f) of the Code in order to assure compliance with Section 709 of the Master Indenture. Nothing contained in this Ordinance shall limit the ability of the County to issue all or a portion of the Series 2012 Bonds as bonds the interest on which will be includable in the gross income of the owners thereof for federal income tax purposes under the Code if determined by the Chief Financial Officer to be in the best interest of the County.

Section 7. Use of County Motor Fuel Tax Revenues. The Chief Financial Officer is hereby authorized to submit to IDOT a request for approval by IDOT (the “IDOT Request”) of the County’s right to apply County Motor Fuel Tax Revenues as reimbursement for all or portions of the Pledged Sales Tax Revenues as are applied to pay debt service on the Series 2012 Bonds to finance the Series 2012 Project. This Ordinance shall constitute the resolution required by Section 5-403 of the Illinois Highway Code for the IDOT Request. The County Superintendent of Highways (the “Superintendent”) shall submit a certified copy of this Ordinance, together with all Exhibits, to IDOT and the Superintendent and the Chief Financial Officer are authorized to provide IDOT with such additional documents or information as shall be requested by IDOT in connection with the IDOT Request.

Section 8. Performance Provisions. The President, the Chief Financial Officer, the County Clerk, for and on behalf of the County shall be, and each of them hereby is, authorized and directed to do any and all things necessary to effect the performance of all obligations of the County under and pursuant to this Ordinance, the Master Indenture, and the First Supplemental Indenture, and the performance of all other acts of whatever nature necessary to effect and carry out the authority conferred by this Ordinance, the Master Indenture, and the First Supplemental Indenture, including but not limited to, the exercise following the delivery date of any of the Series 2012 Bonds of any power or authority delegated to such official of the County under this Ordinance with respect to the Series 2012 Bonds upon the initial issuance thereof, but subject to any limitations on or restrictions of such power or authority as herein set forth. The President, the Chief Financial Officer, the County Clerk and other officers, agents and employees of the County are hereby further authorized, empowered and directed for and on behalf of the County, to execute and deliver all papers, documents, certificates and other instruments that may be required to carry out the authority conferred by this Ordinance, the Master Indenture and the First Supplemental Indenture or to evidence said authority.

Section 9. Proxies. The President and the Chief Financial Officer may each designate another to act as their respective proxy and to affix their respective signatures to, in the case of the President, each of Series 2012 Bonds, whether in temporary or definitive form, and to any other instrument, certificate or document required to be signed by the President or the Chief Financial Officer pursuant to this Ordinance, the Master Indenture, and the First Supplemental Indenture. In each case, each shall send to the County Board written notice of the person so designated by each, such notice stating the name of the person so

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selected and identifying the instruments, certificates and documents which such person shall be authorized to sign as proxy for the President and the Chief Financial Officer, respectively. A written signature of the President or the Chief Financial Officer, respectively, executed by the person so designated underneath, shall be attached to each notice. Each notice, with signatures attached, shall be filed with the County Clerk. When the signature of the President is placed on an instrument, certificate or document at the direction of the President in the specified manner, the same, in all respects, shall be as binding on the County as if signed by the President in person. When the signature of the Chief Financial Officer is so affixed to an instrument, certificate or document at the direction of the Chief Financial Officer, the same, in all respects, shall be binding on the County as if signed by the Chief Financial Officer in person.

Section 10. This Ordinance a Contract. The provisions of this Ordinance shall constitute a contract between the County and the registered owners of the Series 2012 Bonds, and no changes, additions or alterations of any kind shall be made hereto, except as herein provided. This Ordinance shall be construed in accordance with the provisions of State law without reference to its conflict of law principles.

Section 11. Prior Inconsistent Proceedings. All ordinances, resolutions, motions or orders, or parts thereof, in conflict with the provisions of this Ordinance, are to the extent of such conflict hereby repealed.

Section 12. Immunity of Officers and Employees of County. No recourse shall be had for the payment of the principal of or premium or interest on any of the Bonds or for any claim based thereon or upon any obligation, covenant or agreement in this Ordinance contained against any past, present or future elected or appointed officer, director, member, employee or agent of the County, or of any successor public corporation, as such, either directly or through the County or any successor public corporation, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such elected or appointed officers, directors, members, employees or agents as such is hereby expressly waived and released as a condition of and consideration for the passage of this Ordinance and the issuance of such Series 2012 Bonds.

Section 13. Passage and Approval. Presented, Passed, Approved and Recorded by the County of Cook, Illinois, a home rule unit of government, this 24th day of July, 2012.

Section 14. Effective Date. This Ordinance shall take effect immediately upon its enactment.

Exhibits “A”, “B” and “C” referred to in this Ordinance read as follows:

Exhibit A: Proposed Highway Department Capital Plan, 2012-2014

Exhibit B: Master Trust Indenture

Exhibit C: First Supplemental Trust Indenture

EXHIBIT A

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Project (Road Name)	Limits	Fiscal Year	Estimated Cost	Municipality	Commissioner District	Project Scope
2012						
Shoe Factory Road	at Sutton Road (Village Letting)	2012	\$100,000	Hoffman Estates/Uninc.	15	Intersection Reconstruction/ Channelization
Lee Road	Shermer to Dundee (IDOT Letting)	2012	\$150,000	Northbrook	14	Pavement Reconstruction
Winnetka Road	Skokie River to Hibbard (IDOT Letting)	2012	\$250,000	Northfield	14	Wearing Surface Removal & Replacement with Base Course Repairs
Plainfield Road	47th St to 1st Avenue	2012	\$300,000	Brookfield/Lyons	16	Wearing Surface Removal & Replacement with Base Course Repairs
Crawford Avenue	at Church Street (Village Letting)	2012	\$340,000	Skokie	13	Intersection Reconstruction/ Channelization
Old Orchard	at Skokie Boulevard (IDOT Letting)	2012	\$407,000	Skokie	13	Intersection Reconstruction/ Channelization
87th Street	LaGrange to Cliff	2012	\$500,000	Willow Springs/Hickory Hills/Uninc.	16 & 17	Wearing Surface Removal & Replacement with Base Course Repairs
Green Bay Road	Pedestrian Underpass (Group 1 - 2012)	2012	\$500,000	Kenilworth	13 & 14	Pedestrian Underpass Structure Repairs
Mount Prospect Road	Northwest Highway to Busse	2012	\$600,000	Des Plaines/Mount Prospect	15 & 17	Wearing Surface Removal & Replacement with Base Course Repairs
Arlington Heights	at Landmeier (Village Letting)	2012	\$800,000	Elk Grove Village/Uninc.	15	Intersection Improvement
Harms Road	Golf to Lake (Group 1 - 2012)	2012	\$800,000	Glenview/Skokie/Uninc.	13 & 14	Wearing Surface Removal & Replacement with Base Course Repairs
Flossmoor Road	West of I-57 to East of Cicero	2012	\$1,200,000	Country Club Hills/Uninc.	5	Wearing Surface Removal & Replacement with Base Repairs & Overlay
Euclid Avenue	Elmhurst to Wolf	2012	\$1,500,000	Mount Prospect/Prospect Heights	15 & 17	Wearing Surface Removal & Replacement with Base Repairs
Penny Road	Dundee to New Sutton Road	2012	\$2,700,000	Barrington Hills/Uninc.	14	Base Recycling, Widening & Overlay
108th Avenue	179th to 163rd Place	2012	\$3,000,000	Orland Park	17	Base Recycling, Widening & Overlay
Bartlett Road	Lake to Golf	2012	\$3,300,000	Streamwood/Hoffman Estates/Bartlett	15	Concrete Pavement Patching & Diamond Grinding
Quentin Road	Illinois to Northwest Highway	2012	\$3,700,000	Palatine	14	Base Repair; Curb & Gutter replacement; Wearing Surface Overlay
Wentworth Avenue	Glenwood-Lansing Road to Ridge Rd	2012	\$5,000,000	Lansing	4 & 6	Pavement Reconstruction
170 th (167 th)Street	South Park to Bishop Ford	2012	\$6,800,000	South Holland	6	Pavement Reconstruction
Joe Orr Road	East of Stony Island to Torrence Avenue	2012	\$7,200,000	Lynwood	6	Pavement Construction on new Alignment
88th Avenue	103rd Street to 87th Street	2012	\$11,100,000	Hickory Hills/Palos Hills	17	Pavement Reconstruction
	Sub-total		\$50,247,000			
2013						
Schaumburg Road	at Barrington Road	2013	\$400,000	Schaumburg	15	Intersection Reconstruction/Widening Improvement
Western Avenue	Roscoe to Addison	2013	\$400,000	Chicago	12	Median, Curb and Gutter, Striping Crosswalks
Joe Orr Road (Old)	Blue Stem Parkway to Torrence Avenue	2013	\$500,000	Lynwood	6	Wearing Surface Removal & Replacement with Base Course Repairs; Storm Sewer installation
Central Avenue	135th to Cal Sag	2013	\$1,000,000	Crestwood/Alsip/Uninc.	6	Base Recycling, Widening & Overlay
State Street	26th St to Joe Orr Road	2013	\$2,000,000	Chicago Heights	5 & 6	Concrete Pavement Patching & Diamond Grinding
Ashland Avenue	Lake St. to Fullerton	2013	\$3,700,000	Chicago	1, 8 & 12	Traffic Signal Interconnect
Crawford Avenue	Devon to Oakton Street	2013	\$9,600,000	Lincolnwood/Skokie	13	Pavement Reconstruction
Lake-Cook Road	Pfingsten to Waukegan	2013	\$10,500,000	Deerfield	13 & 14	Pavement Reconstruction/Widening
	Sub-total		\$28,100,000			
2014						
84th Avenue	183rd Street to 171st Street	2014	\$1,000,000	Tinley Park	17	Wearing Surface Removal & Replacement with Base Course Repairs
Will-Cook Road	at 143rd Street	2014	\$1,000,000	Orland Park	17	Pavement Widening & Resurfacing/Intersection Improvement

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Ashland Avenue	Cermak to Roosevelt Road	2014	\$1,900,000	Chicago	2 & 7	Wearing Surface Removal & Replacement with Base Course Repairs
Schaumburg Road	Barrington to Roselle	2014	\$3,500,000	Schaumburg	15	Concrete Pavement Patching & Diamond Grinding
Sauk Trail	Harlem to Ridgeland	2014	\$5,800,000	Richton Park/Frankfort	6	Pavement Reconstruction
Old Orchard	East of Edens to Skokie	2014	\$7,000,000	Skokie	13	Pavement Reconstruction
Center Street	171st to 159th	2014	\$8,000,000	Harvey	5	Pavement Reconstruction
Crawford Avenue	Oakton Street to Golf Road	2014	\$12,000,000	Skokie	13	Pavement Reconstruction
		Sub-total	\$40,200,000			
Bridge Improvements						
Euclid Avenue	Over I-53	2012	\$350,000	Rolling Meadows	14	Expansion Joint Replacement
		Sub-total	\$350,000			
Francisco Avenue	Over Cal Sag Channel	2013	\$125,000	Unincorporated	5	Bridge Repairs
Ridgeland Avenue	Over Cal Sag Channel	2013	\$225,000	Worth/Alsip/Palos Heights	6 & 17	Bridge Repairs
Crawford Avenue	Over Cal Sag Channel	2013	\$225,000	Alsip/Robbins	5 & 6	Bridge Repairs
104th Avenue	Over Cal Sag Channel	2013	\$250,000	Unincorporated	17	Bridge Repairs
Roselle Road	Over Jane Addams Memorial Tollway	2013	\$300,000	Schaumburg	15	Expansion Joint Replacement
		Sub-total	\$1,125,000			
East Lake Avenue	Over West Fork - N Br - Chgo River	2014	\$60,000	Glenview	14	Bridge Repairs
Barrypoint Road	Over Des Plaines River	2014	\$60,000	Riverside	16	Bridge Repairs
Hintz Road	Over Echo Lake	2014	\$200,000	Wheeling	14	Bridge Repairs
Kedzie Avenue	Over NIRC RR	2014	\$500,000	Robbins/Blue Island	5	Expansion Joint Replacement
		Sub-total	\$820,000			
		Grand Total =	\$120,842,000			

EXHIBIT B

THIS MASTER TRUST INDENTURE dated as of [August 1], 2012 (this “*Master Indenture*”), by and between the County of Cook, a home rule unit of local government organized and existing under the laws of the State of Illinois (the “*County*”), and _____, a _____ duly organized, existing and authorized to accept and execute trusts of the character herein set out under and by virtue of the laws of the United States of America, with its principal corporate trust office located in _____, _____, as Trustee (the “*Trustee*”).

WITNESSETH:

WHEREAS, by virtue of Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois (the “*State*”), the County is a home rule unit of local government and as such may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the County deems it to be in the best interests of the inhabitants of the County and necessary for the welfare of the government and affairs of the County to provide an alternative means of financing various projects and purposes for the benefit of the County and its residents, including, but not limited to, surface transportation and highway improvements, including arterial street and highway construction and resurfacing, bridge and other structural improvements and repairs, traffic signal modernization, new traffic signal installation and median construction; infrastructure improvements to enhance the development of economic activity, including industrial street and corridor improvements, commercial streetscaping, median landscaping, and hazardous building demolition; and constructing, equipping, altering and repairing various of County facilities, including administrative offices, hospitals and health care facilities, correctional facilities, courthouses, and fleet management facilities (collectively, the “*Project*”); and

WHEREAS, pursuant to an ordinance duly adopted by the Board of Commissioners of the County on [July 24], 2012, the County has duly authorized this Master Indenture to issue Bonds (as hereinafter defined) for the purpose of financing costs of the Project and paying costs related to the issuance of the Bonds and the President and the Chief Financial Officer have appointed _____ to act as Trustee under this Master Indenture; and

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WHEREAS, all things necessary to make the Bonds, when authenticated by the Trustee and issued as in this Master Indenture provided, the valid, binding and legal obligations of the County according to the import thereof, and to constitute this Master Indenture a valid pledge of and grant of a lien on the Pledged Sales Tax Revenues (as hereinafter defined) to secure the payment of the principal of, premium, if any, and interest on the Bonds have been done and performed, in due form and time, as required by law; and

WHEREAS, the execution and delivery of this Master Indenture and the execution and issuance of the Bonds, subject to the terms hereof, have in all respects been duly authorized;

GRANTING CLAUSES

NOW, THEREFORE, THIS MASTER TRUST INDENTURE WITNESSETH:

That in order to secure the payment of the principal of, premium, if any, and interest on all Bonds issued and to be issued hereunder, according to the import thereof, and the performance and observance of each and every covenant and condition herein and in the Bonds contained, and for and in consideration of the premises and of the acceptance by the Trustee of the trusts hereby created, and of the purchase and acceptance of the Bonds by the respective Owners (as hereinafter defined) thereof, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, and for the purpose of fixing and declaring the terms and conditions upon which the Bonds shall be issued, authenticated, delivered, secured and accepted by all persons who shall from time to time be or become Owners thereof, the County does hereby pledge and grant a lien upon the following Trust Estate to the Trustee and its successors in trust and assigns, to the extent provided in this Master Indenture:

- (a) The Pledged Sales Tax Revenues;
- (b) All moneys and securities and earnings thereon in all Funds, Accounts and Sub-Accounts established pursuant to this Master Indenture; and
- (c) Any and all other moneys, securities and property furnished from time to time to the Trustee by the County or on behalf of the County or by any other Persons (as hereinafter defined) to be held by the Trustee under the terms of this Master Indenture.

BUT IN TRUST NEVERTHELESS, for the equal and proportionate benefit and security of the Bonds issued and to be issued hereunder and secured by this Master Indenture, including any Bonds hereafter issued, without preference, priority or distinction as to participation in the lien, benefit and protection hereof of any one Bond over any other or from the others by reason of priority in the issue or negotiation thereof or by reason of the date or dates of maturity thereof, or for any other reason whatsoever (except as expressly provided in this Master Indenture), so that each and all of such Bonds shall have the same right, lien and privilege under this Master Indenture and shall be equally secured hereby, with the same effect as if the same had all been made, issued and negotiated upon the delivery hereof (all except as expressly provided in this Master Indenture, as aforesaid).

AND IN TRUST FURTHER, for the benefit and security of the Junior Lien Obligations (as hereinafter defined) to the extent provided herein and in the Supplemental Indentures executed and delivered from time to time authorizing the issuance of such Junior Lien Obligations.

PROVIDED, HOWEVER, that these presents are upon the condition that, if the County, or its successors, shall well and truly pay or cause to be paid, or provide for the payment of all principal, premium, if any, and interest on the Bonds due or to become due thereon, at the times and in the manner

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stipulated therein and herein, then this Master Indenture and the rights hereby granted shall cease, terminate and be void, but shall otherwise be and remain in full force.

AND IT IS HEREBY COVENANTED AND AGREED by and among the County, the Trustee and the Owners from time to time of the Bonds, that the terms and conditions upon which the Bonds are to be issued, authenticated, delivered, secured and accepted by all Persons who shall from time to time be or become the Owners thereof, and the trusts and conditions upon which the moneys and securities hereby pledged are to be held and disposed of, which trusts and conditions the Trustee hereby accepts, are as follows:

ARTICLE I

DEFINITIONS AND CONSTRUCTION

Section 101. Definitions The following terms shall, for all purposes of this Master Indenture, have the following meanings unless a different meaning clearly appears from the context:

“*Accountant*” means an independent certified public accountant or a firm of independent certified public accountants of recognized national or regional standing (who may be the accountants who regularly audit the books and accounts of the County) who are selected and paid by the County and who shall not have been engaged by any Person or entity other than the County to render accounting services with respect to the books and records of the County for the period or any portion thereof to be covered by the accounting services to be rendered on behalf of the County.

“*Accreted Amount*” means, with respect to any Capital Appreciation Bonds, the amount set forth in the Supplemental Indenture authorizing such Bonds as the amount representing the initial public offering price thereof, plus the amount of interest that has accrued on such Bonds, compounded periodically, to the date of calculation, determined by reference to accretion tables contained in each such Bond or contained or referred to in any Supplemental Indenture authorizing the issuance of such Bonds. The Accreted Amounts for such Bonds as of any date not stated in such tables shall be calculated by adding to the Accreted Amount for such Bonds as of the date stated in such tables immediately preceding the date of computation a portion of the difference between the Accreted Amount for such preceding date and the Accreted Amount for such Bonds as of the date shown on such tables immediately succeeding the date of calculation, apportioned on the assumption that interest accretes during any period in equal daily amounts on the basis of a 360-day year consisting of twelve 30-day months.

“*Additional Bonds*” means Bonds authenticated and delivered on original issuance pursuant to Section 204 hereof.

“*Adjusted Pledged Sales Tax Revenues*” means for any applicable period of time, Pledged Sales Tax Revenues adjusted to reflect any increase or decrease approved by the Board of Commissioners in the rate at which Home Rule Sales Taxes are to be imposed and collected and either is in effect at time that Additional Bonds are proposed to be issued in accordance with Section 204 hereof or will be in effect subsequent to the time of such issuance but was not in effect during the period specified in Section 204(A)(1) hereof.

“*Annual Debt Service Requirement*” means, with respect to any Fiscal Year, the aggregate of the Interest Requirement and the Principal Requirement for such Fiscal Year.

“*Authorized Denominations*” means \$5,000 or any integral multiple thereof, or, in the case of Additional Bonds or Refunding Bonds, such other denominations as may be specified in the Supplemental Indenture authorizing the issuance thereof.

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“Authorized Officer” means the President, the Chief Financial Officer and any other officer or employee of the County authorized to perform specific acts or duties hereunder by ordinance or resolution duly adopted by the Board of Commissioners.

“Average Annual Debt Service Requirement” means, as of any date of calculation, the mathematical mean of the Annual Debt Service Requirements for all Outstanding Bonds.

“Board of Commissioners” means the governing body of the County as from time to time constituted.

“Bond” or *“Bonds”* means any bond or bonds, including the Bonds and Additional Bonds, authenticated and delivered under and pursuant to this Master Indenture.

“Bond Insurance Policy” means the bond insurance policy and any other municipal bond new issue insurance policy insuring and guaranteeing the payment of the principal of and interest on a Series of Bonds or certain maturities thereof as may be provided in the Supplemental Indenture authorizing such Series.

“Bond Insurer” means any bond insurer of any Series of Bonds and any other Person authorized under law to issue a Bond Insurance Policy.

“Bond Year” means any year beginning on January 1 and ending the following December 31.

“Business Day” means any day which is not a Saturday, a Sunday, a legal holiday or a day on which banking institutions in the city where the principal corporate trust office of any Fiduciary is located are authorized by law or executive order to close (and such Fiduciary is in fact closed).

“Capital Appreciation and Income Bond” means any Bond as to which accruing interest is not paid prior to the Interest Commencement Date specified therefor and is compounded periodically on certain designated dates prior to the Interest Commencement Date specified therefor, all as provided in the Supplemental Indenture authorizing the issuance of such Capital Appreciation and Income Bond.

“Capital Appreciation Bond” means any Bond the interest on which (i) shall be compounded periodically on certain designated dates, (ii) shall be payable only at maturity or redemption prior to maturity and (iii) shall be determined by subtracting from the Accreted Amount the initial public offering price thereof, all as provided in the Supplemental Indenture authorizing the issuance of such Capital Appreciation Bond. The term *“Capital Appreciation Bond”* as used throughout this Master Indenture also includes any Capital Appreciation and Income Bond prior to the Interest Commencement Date specified therefore.

“Chief Financial Officer” means the Chief Financial Officer of the County appointed by the President.

“Code and Regulations” means the Internal Revenue Code of 1986, as amended, and the regulations promulgated or proposed pursuant thereto as the same may be in effect from time to time.

“Counsel’s Opinion” means an opinion signed by an attorney or firm of attorneys of recognized standing in the area of law to which the opinion relates (which attorney may include the State’s Attorney for the County).

“County” means the County of Cook, Illinois, a home rule unit of local government.

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“*County Code*” means the County of Cook, Illinois Code of Ordinances (2006), as amended.

“*Credit Bank*” means, as to any particular Series of Bonds, the Person (other than a Bond Insurer) providing a Credit Facility, as may be provided in the Supplemental Indenture authorizing such Series; provided that any Credit Bank or obligations secured by such Credit Bank must be rated in one of the three highest rating categories (without reference to gradations such as “plus” or “minus”) by the Rating Services then rating the Bonds.

“*Credit Facility*” means, as to any particular Series of Bonds, a letter of credit, a line of credit, a guaranty, a standby bond purchase agreement or other credit or liquidity enhancement facility, other than a Bond Insurance Policy, as may be provided in the Supplemental Indenture authorizing such Series.

“*Current Funds*” means moneys which are immediately available in the hands of the payee at the place of payment.

“*Current Interest Bond*” means any Bond the interest on which is payable on the Interest Payment Dates provided therefor in the Supplemental Indenture authorizing such Bond. The term “*Current Interest Bond*” as used throughout this Master Indenture also includes any Capital Appreciation and Income Bond from and after the Interest Commencement Date specified therefor.

“*DTC*” means The Depository Trust Company, New York, New York, as securities depository for the Bonds.

“*DTC Participant*” shall mean any securities broker or dealer, bank, trust company, clearing corporation or other organization depositing the Bonds with DTC pursuant to the book-entry only system described in Section 203 hereof.

“*Debt Service Fund*” means the Debt Service Fund established in Section 502 hereof.

“*Debt Service Reserve Fund*” means the Debt Service Reserve Fund established in Section 502 hereof.

“*Defeasance Government Obligations*” means Government Obligations which are not subject to redemption other than at the option of the holder thereof.

“*Defeasance Obligations*” means (i) Defeasance Government Obligations and (ii) obligations of any state or territory of the United States or any political subdivision thereof which obligations are rated in the highest rating category by any of the Rating Services and which obligations meet the following requirements: (a) the obligations are not subject to redemption or the trustee therefor has been given irrevocable instructions by the issuer thereof to call such obligations for redemption; (b) the obligations are secured by cash or Defeasance Government Obligations that may be applied only to interest, principal and premium payments of such obligations; (c) the principal of and interest on the Defeasance Government Obligations (plus any cash in the escrow fund) are sufficient to meet the liabilities of the obligations; (d) the Defeasance Government Obligations serving as security for such obligations are held by an escrow agent or trustee; and (e) the Defeasance Government Obligations are not available to satisfy any other claims, including those against such escrow agent or trustee.

“*Depository*” means any bank, national banking association or trust company having capital stock, surplus and retained earnings aggregating at least \$10,000,000, selected by an Authorized Officer as a depository of moneys and securities held under the provisions of this Master Indenture, and may include the Trustee.

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“Deposit Day” means the Business Day specified in Section 504 hereof on which day a withdrawal from the Pledged Sales Tax Revenue Fund and a deposit to one or more other Funds or Accounts is required to accomplish the payments and transfers required by Section 504 of this Master Indenture.

“Escrow Agent” means with respect to any Bonds refunded after the date of execution and delivery of this Master Indenture, any trust company, bank or national banking association duly appointed for such purpose.

“Event of Default” means any event so designated and specified in Section 801 hereof.

“Excess Earnings” shall have the meaning ascribed to such term in an applicable tax regulatory agreement or certificate.

“Fiduciary” or *“Fiduciaries”* means the Trustee, the Registrar, the Paying Agents and any Depositary, or any or all of them, as may be appropriate.

“Fiscal Year” means the period from December 1 through November 30 of the immediately succeeding calendar year or such other twelve month period as may be designated by the Board of Commissioners as the fiscal year of the County.

“Government Obligations” means (i) any direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America, including SLGs, and (ii) certificates of ownership of the principal of or interest on obligations of the type described in clause (i) of this definition, (a) which obligations are held in trust by a commercial bank which is a member of the Federal Reserve System in the capacity of a custodian; (b) the owner of which certificate is the real party in interest and has the right to proceed directly and individually against the obligor of the underlying obligations; and (c) for which the underlying obligations are held in safekeeping in a special account, segregated from the custodian’s general assets, and are not available to satisfy any claim of the custodian, any Person claiming through the custodian, or any Person to whom the custodian may be obligated.

“Home Rule Sales Tax Revenues” means, collectively for any Fiscal Year or other period of time, all collections distributed to the County of those taxes (“Home Rule Sales Taxes”) imposed by the County pursuant to its home rule powers as currently authorized by the Home Rule County Retailers’ Occupation Tax Act of the State, as amended, and the Home Rule County Service Occupation Tax Act of the State, as amended, or any successor or substitute law, ordinance or other legislation subsequently enacted (which taxes are currently imposed by the County pursuant to Sections 74-150 et seq. and 74-190 et seq., respectively, of the County Code, or successor or substitute taxes therefor as provided by law in the future).

“Initial Bonds” shall mean the first Series of Bonds (which may consist of one or more Series of Bonds issued simultaneously hereunder) issued under this Master Indenture pursuant to a Supplemental Indenture relating thereto.

“Interest Payment Date” means May 15 and November 15 of each year.

“Interest Period” means the period from the date of the Bonds of any Series to and including the day immediately preceding the first Interest Payment Date and thereafter shall mean each period from and including an Interest Payment Date to and including the day immediately preceding the next Interest Payment Date.

“Interest Requirement” for any Interest Period, as applied to Bonds of any Series then Outstanding, shall mean the total of the sums that would be deemed to accrue on such Bonds during such

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Interest Period if the interest on the Current Interest Bonds of such Series were deemed to accrue daily during such year or Interest Period in equal amounts, and employing the methods of calculation set forth (i) in Section 207(A) hereof in the case of a Qualified Swap Agreement and (ii) in subparagraphs (X) and (Y) of Section 205(B) hereof in the cases of Optional Tender Bonds and Variable Rate Bonds; provided, however, that interest expense shall be excluded from the determination of Interest Requirement to the extent that such interest is to be paid (a) from the proceeds of Bonds allocable to the payment of such interest as provided in the Supplemental Indenture authorizing the issuance of such Bonds or other available moneys or from investment (but not reinvestment) earnings thereon if such proceeds shall have been invested in Investment Securities and to the extent such earnings may be determined precisely or (b) from investment earnings on deposit in the Interest Sub-Account derived from the investment of moneys on deposit therein or the transfer of investment earnings from the Debt Service Reserve Fund to the extent any such earnings may be determined precisely. Unless the County shall otherwise provide in a Supplemental Indenture, interest expense on Credit Facilities drawn upon to purchase but not to retire

Bonds shall not be included in the determination of the Interest Requirement; provided that any such interest that exceeds the interest otherwise payable on such Bonds shall be included in the determination of the Interest Requirement. If interest is not payable at a single numerical rate for the entire term of such Bonds, then "Interest Requirement" shall have the appropriate meaning assigned thereto by the Supplemental Indenture authorizing such Bonds.

"*Interest Sub-Account*" means the sub-account of that name in the Debt Service Fund established in Section 502.

"*Investment Securities*" means any of the following securities authorized by law as permitted investments of County funds at the time of purchase thereof:

- (i) Government Obligations;
- (ii) bonds, debentures, notes or other evidences of indebtedness issued by any of the following agencies: Government National Mortgage Association, Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, Federal Land Banks, Federal Home Loan Banks, Federal Intermediate Credit Banks, Banks for Cooperatives, Tennessee Valley Authority, United States Postal Service, Farmers Home Administration, Export-Import Bank, Federal Financing Bank, Resolution Funding Corporation and Student Loan Marketing Association;
- (iii) investments in a money market fund registered under the Investment Company Act of 1940, as amended (including any such money market fund sponsored by or affiliated with any Fiduciary), comprised of any of the investments set forth in subparagraph (i) or subparagraph (ii) above then rated in the highest rating category by the Rating Agencies then rating the Bonds;
- (iv) negotiable or non-negotiable certificates of deposit or time deposits or other banking arrangements issued by any bank, trust company or national banking association (including any Fiduciary), which certificates of deposit or time deposits or other banking arrangements shall be continuously secured or collateralized by obligations described in subparagraphs (i), (ii) or (iii) of this definition, which obligations shall have a market value (exclusive of accrued interest) at all times at least equal to the principal amount of such certificates of deposit or time deposits or other banking arrangements and shall be lodged with the Trustee, as custodian, by the bank, trust company or national banking association issuing such certificates of deposit or time deposits or other banking

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arrangements, which certificates of deposit or time deposits or other banking arrangements acquired or entered into pursuant to this subparagraph (iv) shall be deemed for purposes of this Master Indenture, including without limitation Section 603, to constitute investments and not deposits;

- (v) repurchase agreements or forward purchase agreements with any bank, trust company or national banking association (including any Fiduciary) or government bond dealer reporting to the Federal Reserve Bank of New York continuously secured or collateralized by obligations described in subparagraph (i) of this definition, which obligations shall have a market value (exclusive of accrued interest) at all times at least equal to the amortized value of such repurchase agreements, provided such security or collateral is lodged with and held by the Trustee or the County as title holder, as the case may be; and
- (vi) any other investments of County funds authorized by Section 34-4 of the County Code (or any successor or replacement provision of the County Code).

“Junior Lien Obligations” means those obligations having a claim on the Trust Estate, including the Pledged Sales Tax Revenues, that is junior in all respects to the claim of the Bonds and are authorized by subsequent supplemental indentures.

“Letter of Representations” means the Blanket Issuer Letter of Representations dated [], between the County and DTC, as the same may from time to time be supplemented and amended.

“Level Debt Service” means the largest amount of debt service payable in any applicable Bond Year does not exceed the smallest amount payable in applicable Bond Year by more than \$100,000.

“Mandatory Tender Bonds” means Bonds issued under structures commonly referred to as “medium term notes” or “put option bonds” and have provisions for the mandatory tender and purchase thereof prior to otherwise applicable maturity or mandatory redemption dates, the extension of any stated mandatory purchase requirements and an increase in the interest rate payable on such Bonds following any such extension.

“Master Indenture” means this Master Trust Indenture, dated as of [August 1], 2012, by and between the County and the Trustee, as from time to time amended and supplemented.

“Maximum Annual Debt Service Requirement” means, as of any date of calculation, the largest Annual Debt Service Requirement occurring in the then current and all succeeding Fiscal Years.

“Optional Tender Bonds” means any Bonds with respect to which the Owners thereof have the option to tender to the County, to any Fiduciary or to any agent thereof, all or a portion of such Bonds for payment or purchase.

“Outstanding,” when used with reference to Bonds, means, as of any date, all Bonds theretofore or thereupon being authenticated and delivered under this Master Indenture except:

- (i) Any Bonds cancelled by the Trustee at or prior to such date;
- (ii) Bonds (or portions of Bonds) for the payment or redemption of which moneys and/or Defeasance Obligations, equal to the principal amount or Redemption Price thereof, as

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the case may be, with interest to the date of maturity or date fixed for redemption, are held in trust under this Master Indenture and set aside for such payment or redemption (whether at or prior to the maturity or redemption date), provided that if such Bonds (or portions of Bonds) are to be redeemed, notice of such redemption shall have been given as in Article IV provided or provision satisfactory to the Trustee shall have been made for the giving of such notice;

- (iii) Bonds in lieu of or in substitution for which other Bonds shall have been authenticated and delivered pursuant to Article III, Section 406 or Section 1106 hereof;
- (iv) Bonds deemed to have been paid as provided in Section 1201(B) hereof; and
- (v) Optional Tender Bonds deemed to have been purchased in accordance with the provisions of the Supplemental Indenture authorizing their issuance in lieu of which other Bonds have been authenticated and delivered under such Supplemental Indenture.

“Owner” means any Person who shall be the registered owner of any Bond or Bonds.

“Paying Agent” means any bank, national banking association or trust company designated by an Authorized Officer as paying agent for the Bonds of any Series, and any successor or successors appointed by an Authorized Officer under this Master Indenture.

“Payment Date” shall mean any Interest Payment Date or Principal Payment Date.

“Person” means and includes an association, unincorporated organization, a corporation, a partnership, a limited liability company, a joint venture, a business trust, or a government or an agency or a political subdivision thereof, or any other public or private entity, or a natural person.

“Pledged Sales Tax Revenue Fund” means the Pledged Sales Tax Revenue Fund established in Section 502 hereof.

“Pledged Sales Tax Revenues” means for any applicable period of time the Home Rule Sales Tax Revenues.

“President” means the President of the Board of Commissioners.

“Principal” or “principal” means (i) with respect to any Capital Appreciation Bond, the Accreted Amount thereof (the difference between the stated amount to be paid at maturity and the Accreted Amount being deemed unearned interest) except as used in this Master Indenture in connection with the authorization and issuance of Bonds and with the order of priority of payments of Bonds after an event of default, in which case “principal” means the initial public offering price of a Capital Appreciation Bond (the difference between the Accreted Amount and the initial public offering price being deemed interest) but when used in connection with determining whether the Owners of the requisite principal amount of Bonds then Outstanding have given any request, demand, authorization, direction, notice, consent or waiver or with respect to the Redemption Price of any Capital Appreciation Bond, “principal amount” means the Accreted Amount and (ii) with respect to the principal amount of any Current Interest Bond, the principal amount of such Bond payable in satisfaction of a Sinking Fund Installment, if applicable, or at maturity.

“Principal Payment Date” means any date upon which the principal of any Bond is stated to mature or upon which the principal of any Term Bond is subject to redemption in satisfaction of a Sinking

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Fund Installment; *provided, however,* that “*Principal Payment Date*” may mean, if so provided by a Supplemental Indenture, such other date or dates as may be provided thereby or permitted therein.

“*Principal Requirement*” for any Fiscal Year, an amount equal to the sums that would be scheduled to be paid or come due on such Bonds during such Fiscal Year if

- (i) the principal of the Current Interest Bonds of such Series scheduled to mature or have a required Sinking Fund Installment during such Fiscal Year, and
- (ii) the Accreted Amount of the Capital Appreciation Bonds of such Series, scheduled to become due or have a required Sinking Fund Installment during such Fiscal Year, determined by employing the methods of calculation set forth in subparagraphs (X) and (Y) of Section 205(B) hereof in the cases of Variable Rate Bonds and Optional Tender Bonds, were each deemed to accrue daily during such Fiscal Year in equal amounts; *provided, however,* that an amount of principal shall be excluded from the determination of Principal Requirement to the extent that such amount is to be paid (a) from the proceeds of Bonds allocable to the payment of such principal as provided in the Supplemental Indenture authorizing the issuance of such Bonds or other available moneys or from the investment (but not reinvestment) earnings thereon if such proceeds or other moneys shall have been invested in Investment Securities and to the extent such earnings may be determined precisely or (b) from investment earnings on deposit in the Principal Sub-Account derived from the investment of moneys on deposit therein or the transfer of investment earnings from the Debt Service Reserve Fund to the extent any such earnings may be determined precisely.

“*Principal Sub-Account*” means the sub-account of that name in the Debt Service Fund established in Section 502 hereof.

“*Project*” shall have the same meaning as set forth in the preambles to this Master Indenture and also means any other lawful project or expenditures to be financed with the proceeds of a Series of Bonds issued under this Master Indenture as determined by the County and set forth in a Supplemental Indenture authorizing such Series of Bonds.

“*Project Fund*” means the Project Fund established in Section 503(A) hereof.

“*Purchase Price*” means the purchase price established in any Supplemental Indenture authorizing Optional Tender Bonds or Mandatory Tender Bonds as the purchase price to be paid for such Bonds upon an optional or mandatory tender of all or a portion of such Bonds.

“*Qualified Swap Agreement*” means an agreement between the County and a Swap Provider under which the County agrees to pay the Swap Provider an amount calculated at an agreed-upon rate or index based upon a notional amount and the Swap Provider agrees to pay the County for a specified period of time an amount calculated at an agreed-upon rate or index based upon such notional amount or pursuant to which the County purchases a cap or a collar on any interest rate to be paid by the County on Variable Rate Bonds, where each Rating Service (if such Rating Service also rates the unsecured obligations of the Swap Provider or its guarantor) has assigned to the unsecured obligations of the Swap Provider, or of the Person who guarantees the obligation of the Swap Provider to make its payments to the County, as of the date the swap agreement is entered into, a rating that is within the two highest rating classifications established by such Rating Service (without regard to interim gradations within a rating classification, such as plus or minus or any interim numerical gradations). .

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“Rating Services” means each and every one of the nationally recognized rating services that shall have assigned ratings to any Bonds Outstanding as requested by or on behalf of the County, and which ratings are then currently in effect.

“Record Date” means with respect to the Bonds, the 15th day (whether or not a Business Day) preceding each interest payment date and, with respect to any other Series of Bonds, such other day as may be determined in the applicable Supplemental Indenture.

“Redemption Price” means, with respect to any Bond, the Principal thereof plus the applicable premium, if any, payable upon the date fixed for redemption.

“Refunding Bonds” means all Bonds hereinafter issued pursuant to Section 205 hereof.

“Registrar” means any bank, national banking association or trust company appointed by an Authorized Officer under this Master Indenture and designated as registrar for the Bonds of any Series, and its successor or successors.

“Remarketing Agent” means any placement or remarketing agent at the time serving as such in connection with any Series of the Bonds.

“Remarketing Agreement” means any agreement between the County and a Remarketing Agent pursuant to which the Remarketing Agent under certain circumstances will remarket any series of the Bonds.

“Serial Bonds” means the Bonds of a Series which shall be stated to mature in annual installments.

“Series” means all of the Bonds designated as a series and authenticated and delivered on original issuance in a simultaneous transaction, and any Bonds thereafter authenticated and delivered in lieu of or in substitution for such Bonds pursuant to Article III or Sections 406 or 1106.

“Series Debt Service Reserve Insurance Policy” shall mean the insurance policy, surety bond or other evidence of insurance, if any, deposited to the credit of a Series Sub-Account within the Debt Service Reserve Fund in lieu of or in partial substitution for cash or securities on deposit therein, which policy, bond or the evidence of insurance constitutes an unconditional senior obligation of the issuer thereof. The issuer thereof shall be a municipal bond insurer whose obligations ranking pari passu with its obligations under such policy, bond or other evidence of insurance are rated at the time of deposit of such policy, bond or other evidence of insurance to the credit of such Subaccount within the Debt Service Reserve Fund in any of the three highest rating categories (without regard to gradations within any such category) of any applicable Rating Agencies then rating the Bonds.

“Series Debt Service Reserve Letter of Credit” shall mean the irrevocable, transferable letter or line of credit, if any, deposited to the credit of a Series Sub-Account within the Debt Service Reserve Fund in lieu of or in partial substitution for cash or securities on deposit therein, which letter or line of credit constitutes an unconditional senior obligation of the issuer thereof. The issuer of such letter or line of credit shall be a banking association, bank or trust company or branch thereof whose senior debt obligations rank pari passu with its obligations under such letter or line of credit are rated at the time of deposit of the letter or line of credit to the credit of such Subaccount within the Debt Service Reserve Fund in any of the three highest rating categories (without regard to gradations within any such category) of any applicable Rating Agencies.

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“*Series Debt Service Reserve Requirement*” shall mean the amount, if any, required to be on deposit in a Series Sub-Account in the Debt Service Reserve Fund specified in the Supplemental Indenture governing the issuance of and securing the related Series of Bonds.

“*Sinking Fund Installment*” means with respect to the Bonds, each principal amount of Bonds scheduled to be redeemed pursuant to Section 403 hereof, and (ii) with respect to any other Series of Bonds, each principal amount of Bonds scheduled to be redeemed through sinking fund redemption provisions by the application of amounts on deposit in the Principal Sub-Account, established pursuant to Section 202(A)(4)(h) hereof.

“*SLGs*” means United States Treasury Certificates of Indebtedness, Notes and Bonds -State and Local Government Series.

“*State*” means the State of Illinois.

“*Supplemental Indenture*” means any Supplemental Indenture authorized pursuant to Article X hereof.

“*Swap Provider*” means any counterparty with whom the County enters into a Qualified Swap Agreement.

“*Term Bonds*” means the Bonds of a Series other than Serial Bonds, each of which shall be stated to mature on a specified date and which may have one or more Sinking Fund Installments on dates prior to maturity.

“*Trustee*” means _____, _____, _____, and any successor or successors appointed under this Master Indenture as hereinafter provided.

“*Trust Estate*” means the Pledged Sales Tax Revenues and all other property pledged to the Trustee pursuant to this Master Indenture.

“*Variable Rate Bonds*” means any Bonds the interest rate on which is not established at the time of issuance thereof at a single numerical rate for the entire term thereof. Variable Rate Bonds: (i) may be issued bearing interest at a variable interest rate or rates, as more fully set forth in the related Supplemental Indenture, including but not limited to variable interest rates that are reset daily or weekly by the Remarketing Agent and variable interest rates commonly referred to as “flexible”, “adjustable” and “commercial paper” (including under circumstances in which specified Bonds of a Series bear interest at rates that differ from the rates borne by other Bonds of the Series and have different accrual, mandatory tender and purchase provisions and default and remedy provisions) (herein collectively referred to as “*Variable Rates*”); (ii) may be issued as “Mandatory Tender Bonds”; and (iii) may be issued under structures commonly referred to as “index rate bonds” in which a per annum rate of interest on the Bonds is calculated as the sum of (A) an “applicable spread” plus (B) the product of an “index” multiplied by an “applicable factor”, as more fully set forth in the related Supplemental Indenture.

Section 102. Miscellaneous Definitions. As used herein, and unless the context shall otherwise indicate, the words “Bond”, “Owner”, and “Person” shall include the plural as well as the singular number.

As used herein, the terms “herein,” “hereunder,” “hereby,” “hereto,” “hereof” and any similar terms refer to this Master Indenture.

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Unless the context shall otherwise indicate, references herein to articles, sections, subsections, clauses, paragraphs and other subdivisions refer to the designated articles, sections, subsections, clauses, paragraphs and other subdivisions of this Master Indenture as originally executed.

ARTICLE II

AUTHORIZATION AND ISSUANCE OF BONDS, JUNIOR LIEN OBLIGATIONS AND QUALIFIED SWAP AGREEMENTS

Section 201. Authorization of Bonds, Junior Lien Obligations and Qualified Swap Agreement.

(A) The County shall not issue any Bonds while this Master Indenture is in effect except in accordance with the provisions of this Article II. All Bonds issued under this Master Indenture shall be designated "Sales Tax Revenue Bonds," and shall include such further appropriate designations as the County may determine.

(B) Bonds may be issued in one or more Series and each Bond shall bear upon its face the designation determined for its Series. Any two or more Series may be consolidated for purposes of sale in such manner as may be provided in the Supplemental Indenture authorizing such Series.

(C) The County shall not issue any Junior Lien Obligations or enter into any Qualified Swap Agreements while this Master Indenture is in effect except in accordance with the provisions of this Article II.

Section 202. General Provisions for Issuance of Bonds.

(A) Bonds of each Series shall be executed by the County and delivered to the Trustee and thereupon shall be authenticated by the Trustee and delivered to the County or upon its order, but only upon the receipt by the Trustee, at or prior to such authentication, of:

- (1) A Counsel's Opinion regarding the validity and enforceability of such Bonds and the federal income tax treatment of the interest on such Series of Bonds;
- (2) A written order as to the delivery of such Series of Bonds signed by an Authorized Officer, which order shall direct, among other things, the application of the proceeds of such Bonds;
- (3) A copy of the ordinance authorizing the issuance and sale of such Series of Bonds, certified by the County Clerk or any Deputy County Clerk of the County;
- (4) Executed or true counterparts of this Indenture, the applicable Supplemental Indenture, any Bond Purchase Contract, any Credit Facility and any Remarketing Agreement relating to such Series of Bonds, which shall collectively specify:
 - (a) The authorized principal amount, designation and Series of such Bonds;
 - (b) The purposes for which the such Series of Bonds is being issued;
 - (c) The date, and the maturity date or dates of the Bonds of such Series;

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- (d) The interest rate or rates of such Series, or the manner of determining such rate or rates, and the Interest Payment Dates and Record Dates therefor;
- (e) The Authorized Denominations and the manner of dating, numbering and lettering of the Bonds of such Series;
- (f) The Registrar and the Paying Agent or Paying Agents for the Bonds of such Series;
- (g) The Redemption Price or Prices, if any, and any redemption dates and terms for the Bonds of such Series not determined herein; and
- (h) The amount and date of each Sinking Fund Installment, if any, for Term Bonds of like maturity of such Series, provided that the aggregate of such Sinking Fund Installments shall equal the aggregate principal amount of all such Term Bonds less the principal amount scheduled to be retired at maturity;

(5) The amount of the Series Debt Service Reserve Requirement, if any, for such Series of Bonds required to be on deposit in the applicable Series Sub-Account in the Debt Service Reserve Fund; and

(6) Such further documents, moneys and securities as are required by the provisions of this Master Indenture or any Supplemental Indenture.

(B) The Bonds of the same Series and maturity shall be of like tenor except as to denomination and form. After the original issuance of Bonds of a Series, no Bonds of such Series shall be issued except in lieu of or in substitution for other Bonds pursuant to Article III, Section 406 or Section 1106 hereof.

Section 203. The Bonds.

(A) Bonds of a Series shall be in denominations of \$5,000 or any integral multiples of \$5,000 (but no single Bond of a Series shall represent principal maturing on more than one date) and shall be numbered consecutively but need not be authenticated or delivered in consecutive order.

(B) The principal and Redemption Price of a Series of Bonds shall be payable at the designated corporate trust offices of the Trustee, in _____, _____, as Paying Agent, and at such offices of any co-Paying Agent or successor Paying Agent or Paying Agents appointed pursuant to this Master Indenture for the Bonds. Interest on the Bonds shall be payable by check or bank draft mailed or delivered by the Trustee to the Owners as the same appear on the registration books of the County maintained by the Registrar as of the Record Date or, at the option of any Owner of \$1,000,000 or more in aggregate principal amount of the Bonds, by wire transfer of Current Funds to such bank in the continental United States as said Owner shall request in writing to the Registrar.

(C) The Bonds shall be initially issued in the form of a separate single fully registered Bond for each maturity. Upon initial issuance, the ownership of each such Bond shall be registered in the registration books kept by the Trustee in the name of Cede & Co., as nominee of DTC, and except as hereinafter provided, the ownership of all of the outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

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With respect to the Bonds registered in the name of Cede & Co., as nominee of DTC, the County and the Trustee shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the County and the Trustee shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in any Bond, (ii) the delivery to any DTC Participant or any other Person, other than the Owner of any Bond, of any notice with respect to such Bond, including without limitation any notice of redemption, or (iii) the payment to any DTC Participant or any other Person, other than the Owner of any Bond, of any amount with respect to Principal or Redemption Price of or interest on such Bond. Notwithstanding any other provision of this Master Indenture to the contrary, the County, the Trustee and each other Paying Agent, if any, shall be entitled to treat and consider the Person in whose name each Bond is registered as the absolute owner of such Bond for the purpose of payment of Principal or Redemption Price and interest with respect to such Bond, for the purpose of giving notices of redemption, for the purpose of registering transfers with respect to such Bond and for all other purposes whatsoever. The Trustee and each other Paying Agent, if any, shall pay all Principal or Redemption Price of and interest on the Bonds only to or upon the order of the respective Owners thereof, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to satisfy and discharge fully the County's obligations with respect to payment of Principal or Redemption Price of and interest on the Bonds to the extent of the sum or sums so paid. No Person other than an Owner of a Bond shall receive a Bond certificate evidencing the obligation of the County to make payments of principal or Redemption Price of and interest on the Bonds pursuant to this Master Indenture.

The Owners of the Bonds have no right to the appointment or retention of a depository for such Bonds. DTC may resign or be removed as securities depository under the conditions provided in the Letter of Representations. In the event of any such resignation or removal, the County shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities Exchange Act of 1934, as amended, notify DTC of the appointment of such successor securities depository and transfer or cause the transfer of one or more separate Bond certificates to such successor securities depository or (ii) notify DTC of the availability through DTC of Bond certificates and transfer or cause the transfer of one or more separate Bond certificates to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names the DTC Participants receiving Bonds shall designate, in accordance with the provisions of this Master Indenture.

The County has heretofore executed and delivered the Letter of Representations to DTC. Notwithstanding any other provision of this Master Indenture, so long as DTC, or its designee, is the Owner of all the Bonds, the provisions set forth in the Letter of Representations shall apply to the redemption of any Bonds and to the payment of Principal or Redemption Price of and interest on the Bonds, including without limitation, that:

- (a) presentation of Bonds to the Trustee upon redemption or at maturity shall be deemed made to the Trustee when the right to exercise ownership rights in the Bonds through DTC or DTC's Participants is transferred by DTC on its books; and
- (b) DTC may present notices, approvals, waivers or other communications required or permitted to be made by Owners of Bonds under this Master Indenture on a fractionalized basis on behalf of some or all of those Persons entitled to exercise ownership rights in the Bonds through DTC or DTC's Participants.

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So long as the Bonds are registered in the name of Cede & Co., as nominee of DTC, the Trustee agrees to comply with the terms and provisions of the Letter of Representations.

Section 204. Initial Bonds and Additional Bonds for Project Purposes

(A) Subsequent to the issuance of the Initial Bonds, one or more Series of Additional Bonds may be authorized and delivered upon original issuance for the purpose of paying costs of any Project. The Additional Bonds of any such Series shall be authenticated and delivered by the Trustee only upon receipt by it (in addition to the documents, securities and moneys required by Section 202 hereof) of a certificate of an Authorized Officer:

- (1) setting forth the amount of the Adjusted Pledged Sales Tax Revenues for each of the most recent eighteen (18) months next preceding the date of issuance of such Additional Bonds for which the County has received Pledged Sales Tax Revenues ;
- (2) setting forth for the current Bond Year and each Bond Year thereafter, the Annual Debt Service Requirements on account of all Bonds then Outstanding and the Additional Bonds proposed to be issued hereunder;
- (3) establishing that the aggregate amount for any consecutive 12 month period described in subparagraph (1) above shall be not less than 250 percent of the Maximum Annual Debt Service Requirement on account of all Bonds then Outstanding and the Additional Bonds proposed to be issued; and
- (4) stating that all required deposits to all Funds, Accounts and Sub-Accounts hereunder are current.

In applying the foregoing test, if any of the Bonds Outstanding immediately prior to or after the issuance of the Additional Bonds to be issued constitute Optional Tender Bonds or Variable Rate Bonds, the provisions set forth in subparagraphs (X) and (Y) of Section 205(B) shall be applied in determining the Annual Debt Service Requirements of such Bonds.

(B) The proceeds , including accrued interest, if any, of each Series of Bonds shall be applied upon their delivery as follows:

- (1) There shall be deposited in any Fund, Account or Sub-Account under this Master Indenture the amount, if any, required by the Supplemental Indenture providing for the issuance of such Bonds; and
- (2) The remaining balance shall be deposited in the separate account or accounts established in the Project Fund for the Project specified in such Supplemental Indenture.

(C) Bonds may be issued as Current Interest Bonds, Variable Rate Bonds, Capital Appreciation Bonds, Capital Appreciation and Income Bonds, Optional Tender Bonds or Mandatory Tender Bonds, (Serial Bonds or Term Bonds or any combination thereof, all as provided in the Supplemental Indenture providing for their issuance.

(D) Any Variable Rate Bonds may but are not required to be secured by a Credit Facility; provided, however, that with respect to the issuance of Optional Tender Bonds, the County is required to deliver to the Trustee upon the authorization thereof, a Credit Facility which the Trustee or another

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Fiduciary may draw upon to pay the Purchase Price thereof. A Credit Facility may, but is not required to be provided in connection with the issuance of Mandatory Tender Bonds.

Section 205. Refunding Bonds.

(A) One or more Series of Refunding Bonds may be authenticated and delivered upon original issuance to refund or advance refund any or all Outstanding Bonds of one or more Series, to refund or advance refund any Junior Lien Obligations, to pay costs and expenses incident to the issuance of such Refunding Bonds and to make deposits in any Fund, Account or Sub-Account under this Master Indenture as determined by the County in the Supplemental Indenture authorizing such Bonds.

(B) Refunding Bonds of a Series to refund or advance refund Outstanding Bonds shall be authenticated and delivered by the Trustee only upon receipt by it (in addition to the documents, securities and moneys required by Section 202 hereof) of:

- (1) Such instructions to the Trustee as necessary to comply with all requirements set forth in Section 1201 hereof so that the Bonds to be refunded or advance refunded will be paid or deemed to be paid pursuant to said Section 1201 and no longer outstanding.
- (2) Either (i) moneys in an amount sufficient to effect payment of the principal and Redemption Price, if applicable, and interest due and to become due on the Bonds to be refunded or advance refunded on and prior to the redemption date or maturity date thereof, as the case may be, which moneys shall be held by the Trustee or any of the Paying Agents in a separate account irrevocably in trust for and assigned to the respective Owners of the Bonds to be refunded or advance refunded, or (ii) Government Obligations in such principal amounts, of such maturities, and bearing interest at such rates as shall be necessary, together with the moneys, if any, deposited with the Trustee at the same time, to comply with the provisions of Section 1201(B) hereof.
- (3) A certificate of an Authorized Officer evidencing either that (a) (i) the final maturity of the Refunding Bonds does not exceed the final maturity of the Bonds being refunded and (ii) the Annual Debt Service Requirements for any Fiscal Year on account of all Bonds Outstanding, after the issuance of such Refunding Bonds and the redemption or provision for payment of the Bonds to be refunded, shall not exceed the Annual Debt Service Requirements for the corresponding Fiscal Years on account of all the Bonds Outstanding, including the Bonds to be refunded, immediately prior to the issuance of such Refunding Bonds or (b) in the case of a refunding of Outstanding Bonds that does not meet the requirements of the preceding clause (a), satisfaction of the test set forth in Section 204(A) hereof in connection with the issuance of Additional Bonds as applied to the Refunding Bonds to be issued under the provisions of this Section, giving effect to the redemption or provision for payment of the Bonds being refunded.

In applying the test set forth in subparagraph (B)(3) above, if any of the Bonds Outstanding immediately prior to or after the issuance of the Refunding Bonds to be issued constitute Optional Tender Bonds or Variable Rate Bonds, the following provisions shall be applied in determining the Annual Debt Service Requirements of such Bonds:

(X) *Optional Tender Bonds.* If any of the Outstanding Bonds constitute Optional Tender Bonds, then for purposes of the amounts to be shown as set forth in subparagraph (B)(3) above, the options of the Owners of such Bonds to tender the same for payment prior to their stated maturity or maturities shall be ignored, and (1) if such Bonds also constitute Variable Rate Bonds, the County shall

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adjust such amounts to be shown as set forth in subparagraph (B)(3) of this Section as provided in subparagraph (Y) below, and (2) if such Bonds are secured by a Credit Facility, the Credit Bank or obligations secured by credit facilities issued by such Credit Bank, and (3) any obligation the County may have, other than its obligation on such Bonds (which need not be uniform as to all Owners thereof), to reimburse any Credit Bank including any obligations so to reimburse in excess of the Annual Debt Service Requirements on such Bonds (determined without regard to whether such Credit Bank shall then be holding or shall then have had pledged to it such Bonds) shall be subordinated to the obligation of the County on the Bonds.

(Y) *Variable Rate Bonds.* If any of the Outstanding Bonds constitute Variable Rate Bonds, then for purposes of computing the amounts to be shown as set forth in subparagraph (B)(3) above: (I) the interest rate used in such computation shall be the lower of (a) The 25 Revenue Bond Index published by the Bond Buyer (or if such Index is no longer available, any successor or replacement index) and (b) if and so long as a Qualified Swap Agreement is in effect, the interest rate determined by reference to Section 207 hereof; and (II) the principal amount of such Variable Rate Bonds payable in each applicable Bond Year shall be calculated assuming Level Debt Service for each of the next succeeding twenty (20) Bond Years and with the interest rate calculated as provided in clause (I) above. The conversion of Bonds constituting Variable Rate Bonds to bear interest at a different variable rate or a fixed rate or rates, in accordance with their terms, shall not constitute a new issuance of Bonds under Section 204 or Section 205 of this Master Indenture.

(C) Refunding Bonds of a Series issued to refund or advance refund Junior Lien Obligations shall be authenticated and delivered by the Trustee only upon receipt by it (in addition to the documents, securities and moneys required by Section 202 hereof) of:

- (1) A certificate of an Authorized Officer evidencing satisfaction of the test set forth in Section 204(A) in connection with the issuance of Additional Bonds as applied to the Refunding Bonds to be used under the provisions of this Section.
- (2) A certificate of the trustee then duly appointed or acting under the Supplemental Indenture, indenture, resolution or other appropriate instrument securing and authorizing such Junior Lien Obligations or of the County if there shall be no such trustee, that (i) provision has been duly made for the redemption or payment at maturity of such Junior Lien Obligations in accordance with the terms thereof, (ii) the pledge of Pledged Sales Tax Revenues securing such Junior Lien Obligations and all other rights granted by such indenture, resolution or instrument shall have been discharged and satisfied, and (iii) such trustee or the paying agents for such Junior Lien Obligations hold in trust the moneys or securities, together with investment income thereon, required to effect such redemption or payment.
- (3) A Counsel's Opinion to the effect that all actions required under the indenture, resolution or other appropriate instrument securing and authorizing such Junior Lien Obligations to provide for the redemption or payment of such Junior Lien Obligations have been taken.

(D) The proceeds, including accrued interest, of the Refunding Bonds of each Series shall be applied upon their delivery as follows:

- (1) There shall be deposited in any Fund, Account or Sub-Account under this Master Indenture the amount, if any, required by the Supplemental Indenture authorizing such Series, including, but not limited to, an amount to be applied to the payment of costs and expenses incident to the issuance of such Refunding Bonds.

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- (2) The amount of such proceeds needed for the refunding of the Bonds, Junior Lien Obligations to be refunded, including for the purchase of Defeasance Obligations, and for the payment of expenses incidental to such refunding shall be used for such purposes.
- (3) Any balance of such proceeds shall be deposited in the Pledged Sales Tax Revenue Fund for application pursuant to Section 504.

(E) Such Refunding Bonds may be issued as Capital Appreciation Bonds, Capital Appreciation and Income Bonds, Current Interest Bonds, Variable Rate Bonds, Optional Tender Bonds (provided the County delivers upon the authentication of such Bonds a Credit Facility which the Trustee or another Fiduciary may draw upon to pay the Purchase Price of any such Bonds), Mandatory Tender Bonds, Serial Bonds or Term Bonds or any combination thereof, all as provided in the Supplemental Indenture providing for the issuance thereof.

Section 206. Junior Lien Obligations.

(A) The County may authorize and issue Junior Lien Obligations from time to time pursuant to Supplemental Indentures for any of the purposes for which Additional Bonds or Refunding Bonds may be issued hereunder. The Junior Lien Obligations shall be payable out of the Pledged Sales Tax Revenues and may be secured by a pledge and assignment of such amounts in the Junior Lien Debt Service Fund and the Junior Lien Debt Service Reserve Fund as may from time to time be available for the purpose of payment thereof as provided in Section 507 and Section 508 hereof, respectively; *provided, however,* that any such pledge and assignment shall be, and shall be expressed to be, subordinate to the pledge of the Trust Estate as security for the Bonds to the extent provided herein.

(B) The Junior Lien Obligations shall have such terms and provisions as shall be set forth in the Supplemental Indenture providing for the issuance thereof; *provided, however,* that no holder of a Junior Lien Obligation shall have the right to cause the acceleration of any Bonds or any Junior Lien Obligation in the event of a default thereunder.

Section 207. Hedging Transactions

(A) If the County shall enter into a Qualified Swap Agreement with a Swap Provider requiring the County to pay a fixed interest rate on a notional amount, requiring the County to pay a variable interest rate on a notional amount or placing a cap or collar on any interest rate to be paid by the County on Variable Rate Bonds, and the County has made a determination that such Qualified Swap Agreement was entered into for the purpose of providing substitute interest payments for Bonds of a particular maturity or maturities in a principal amount equal to the notional amount of the Qualified Swap Agreement or for limiting the County's exposure to fluctuations in interest rates on Variable Rate Bonds, then during the term of the Qualified Swap Agreement and so long as the Swap Provider under such Qualified Swap Agreement is not in default under such Qualified Swap Agreement:

- (1) for purposes of any calculation of Interest Requirements, the interest rate on the Bonds of such maturity or maturities shall be determined as if such Bonds bore interest at the fixed interest rate or the variable interest rate, as the case may be, payable by the County under such Qualified Swap Agreement;
- (2) any net payments required to be made by the County to the Swap Provider pursuant to such Qualified Swap Agreement from Pledged Sales Tax Revenues shall be made from amounts on deposit to the credit of the Interest Sub-Account; and

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(3) any net payments received by the County from the Swap Provider pursuant to such Qualified Swap Agreement shall be deposited to the credit of the Interest Sub-Account.

(B) If the County shall enter into a swap agreement of the type generally described in subsection (A) of this Section 207 that does not satisfy the requirements for qualification as a Qualified Swap Agreement, then:

- (1) the interest rate adjustments or assumptions referred to in paragraph (1) of said subsection (A) shall not be made;
- (2) any net payments required to be made by the County to the Swap Provider pursuant to such swap agreement from Pledged Sales Tax Revenues shall be made only from amounts available to the County pursuant to paragraph (7) of Section 504(B) hereof; and
- (3) any net payments received by the County from the Swap Provider pursuant to such swap agreement may be treated as Pledged Sales Tax Revenues at the option of the County, and if so treated shall be deposited to the credit of the Pledged Sales Tax Revenue Fund.

ARTICLE III

GENERAL TERMS AND PROVISIONS OF BONDS

Section 301. Obligation of Bonds; Medium of Payment; Form and Date; Letters and Numbers.

(A) The Bonds shall be payable, with respect to interest, principal and Redemption Price, in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

(B) Any Bonds of a Series shall be issued only in the form of fully registered Bonds without coupons or, pursuant to the provisions of a Supplemental Indenture, in any other form permitted by law at the time of original issuance, including, but not limited to, Bonds which are transferable through a book-entry system.

(C) Each Bond shall be lettered and numbered as provided in this Master Indenture or the Supplemental Indenture authorizing the Series of which such Bond is a part and so as to be distinguished from every other Bond.

(D) Bonds shall be dated as provided in the Supplemental Indenture authorizing the Bonds of such Series.

Section 302. Legends. The Bonds of each Series may contain or have endorsed thereon such provisions, specifications and descriptive words not inconsistent with the provisions of this Master Indenture as may be necessary or desirable to comply with custom, law, the rules of any securities exchange or commission or brokerage board, or otherwise, as may be determined by the County or the Trustee prior to the authentication and delivery thereof.

Section 303. Execution and Authentication

(A) The Bonds shall be executed in the name of the County by the manual or facsimile signatures of its President, Chief Financial Officer and County Clerk, and its corporate seal (or a facsimile thereof) shall be impressed, imprinted, engraved or otherwise reproduced thereon. In case any one or

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more of the officers who shall have signed or sealed any of the Bonds shall cease to be such officer before the Bonds so signed and sealed shall have been authenticated and delivered by the Trustee, such Bonds may, nevertheless, be authenticated and delivered as herein provided, and may be issued as if the persons who signed or sealed such Bonds had not ceased to hold such offices. Any Bond may be signed and sealed on behalf of the County by such persons who at the time of the execution of such Bond shall hold the proper office in the County, although at the date of such Bond such persons may not have been so authorized or have held such office.

(B) The Bonds shall bear a certificate of authentication, in the form set forth in this Master Indenture or the Supplemental Indenture authorizing such Bonds, executed manually by the Trustee. Only such Bonds as shall bear such certificate of authentication shall be entitled to any right or benefit under this Master Indenture, and no such Bond shall be valid or obligatory for any purpose until such certificate of authentication shall have been duly executed by the Trustee. Such certificate of the Trustee upon any such Bond executed on behalf of the County shall be conclusive evidence that the Bond so authenticated has been duly authenticated and delivered under this Master Indenture and that the Owner thereof is entitled to the benefits of this Master Indenture.

Section 304. Interchangeability of Bonds. Subject to the provisions of Section 306 hereof, any Bond, upon surrender at the principal office of the Registrar with a written instrument of transfer satisfactory to the Registrar, duly executed by the Owner or its duly authorized attorney, may, at the option of the Owner and upon payment of any charges which the Trustee may make as provided in Section 306, be exchanged for an equal aggregate principal amount of fully registered Bonds of the same Series and maturity and tenor of any other Authorized Denominations.

Section 305. Negotiability, Transfer and Registration.

(A) Each Bond shall be transferable only upon the registration books of the County, which shall be kept for that purpose by the Registrar, by the Owner in person or by its attorney duly authorized in writing, upon surrender thereof with a written instrument of transfer satisfactory to the Registrar, duly executed by the Owner or its duly authorized attorney. Upon the transfer of any such Bond, the County shall issue in the name of the transferee a new Bond or Bonds in Authorized Denominations of the same aggregate principal amount, Series and maturity as the surrendered Bond.

(B) The County and each Fiduciary may deem and treat the Person in whose name any Bond shall be registered upon the registration books of the County as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal and Redemption Price, if any, of and interest on such Bond and for all other purposes, and all such payments so made to any such Owner or upon its order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the County nor any Fiduciary shall be affected by any notice to the contrary.

Section 306. Provisions with Respect to Exchanges and Transfers. In all cases in which the privilege of transferring or exchanging Bonds is exercised, the County shall execute and the Trustee shall authenticate and deliver Bonds in accordance with the provisions of this Master Indenture. All Bonds surrendered in any such exchanges shall forthwith be cancelled by the Trustee. For any exchange or transfer of Bonds, whether temporary or definitive, the County, the Trustee or the Registrar may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid. The Registrar and the Trustee shall not be required to make any registration, transfer or exchange of any Bond during the period between each Record Date and the next succeeding Interest Payment Date of such Bond, or after such Bond has been called for redemption or, in the case of any proposed redemption of Bonds, during the 15 days next preceding the date of first giving notice of such redemption.

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Section 307. Bonds Mutilated, Destroyed, Stolen or Lost. In case any Bond shall become mutilated or be destroyed, stolen or lost, the County shall execute, and thereupon the Trustee shall authenticate and deliver, a new Bond of like Series, maturity and principal amount as the Bonds so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Bond, upon surrender and cancellation of such mutilated Bond or in lieu of and substitution for the Bond destroyed, stolen or lost, upon filing with the Trustee or Registrar evidence satisfactory to the County and the Trustee or Registrar that such Bond has been destroyed, stolen or lost and proof of ownership thereof, and upon furnishing the County and the Trustee or Registrar with indemnity satisfactory to them and complying with such other reasonable regulations as the County, the Trustee or Registrar may prescribe and paying such expenses as the County and Trustee and Registrar may incur. All Bonds so surrendered to the Trustee or Registrar shall be cancelled by the Trustee in accordance with Section 1205 hereof. Any such new Bonds issued pursuant to this Section in substitution for Bonds alleged to be destroyed, stolen or lost shall constitute original additional contractual obligations on the part of the County, whether or not the Bonds so alleged to be destroyed, stolen or lost shall be found at any time or be enforceable by anyone, shall be entitled to - equal and proportionate benefits with all other Bonds of the same Series issued under this Master Indenture and shall be equally secured by the moneys or securities held by County or any Fiduciary for the benefit of the Owners.

Section 308. Temporary Bonds

(A) Until the definitive Bonds of any Series are prepared, the County may execute, in the same manner as is provided in Section 303, and, upon the request of the County, the Trustee shall authenticate and deliver, in lieu of definitive Bonds, but subject to the same provisions, limitations and conditions as the definitive Bonds except as to the denominations thereof and as to exchangeability, one or more temporary Bonds substantially of the tenor of the definitive Bonds in lieu of which such temporary Bond or Bonds are issued, in Authorized Denominations, and with such omissions, insertions and variations as may be appropriate to temporary Bonds. The County at its own expense shall prepare and execute and, upon the surrender of such temporary Bonds the Trustee shall authenticate and, without charge to the Owner thereof, deliver in exchange therefor, definitive Bonds of the same aggregate principal amount, Series and maturity as the temporary Bonds surrendered in Authorized Denominations. Until so exchanged, the temporary Bonds shall in all respects be entitled to the same benefits and security as definitive Bonds authenticated and issued pursuant to this Master Indenture.

(B) The Owner of any temporary Bond or Bonds may, at its option, surrender the same to the Trustee in exchange for another temporary Bond or Bonds of like aggregate principal amount, Series and maturity of any Authorized Denominations, and thereupon the County shall execute and the Trustee shall authenticate and, in exchange for the temporary Bond or Bonds so surrendered and upon payment of the taxes, fees and charges provided for in Section 306, shall deliver a temporary Bond or Bonds of like aggregate principal amount, Series and maturity in such other Authorized Denominations as shall be requested by such Owner.

(C) All temporary Bonds surrendered in exchange either for another temporary Bond or Bonds or for a definitive Bond or Bonds shall be forthwith cancelled by the Trustee.

ARTICLE IV REDEMPTION OF BONDS

Section 401. Privilege of Redemption and Redemption Price. Bonds subject to redemption prior to maturity shall be redeemable, upon notice given as provided in this Article IV, at such times, at such Redemption Prices and upon such terms, in addition to the terms contained in Article IV, as may be specified in the Supplemental Indenture authorizing such Series.

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Section 402. Redemption at the Election or Direction of the County. In the case of any redemption of Bonds at the election or direction of the County, the County shall give written notice to the Trustee of its election or direction so to redeem, of the date fixed for redemption, of the Series, and of the principal amounts of the Bonds of each maturity of such Series to be redeemed. Such notice shall be given at least thirty-five (35) days prior to the specified redemption date or such shorter period as shall be acceptable to the Trustee. In the event notice of redemption shall have been given as in Section 405 provided, there shall be paid on or prior to the specified redemption date to the Trustee an amount in cash or Government Obligations maturing on or before the specified redemption date which; together with other moneys, if any, available therefor held by the Trustee, will be sufficient to redeem all of the Bonds to be redeemed on the specified redemption date at their Redemption Price plus interest accrued and unpaid to the date fixed for redemption; such amount and moneys shall be held in a separate, segregated account for the benefit of the Owners of the Bonds so called for redemption.

Section 403. Redemption Otherwise Than at County's Election or Direction. Whenever by the terms of this Master Indenture the Trustee is required or authorized to redeem Bonds otherwise than at the election or direction of the County, the Trustee shall select the Bonds to be redeemed, give the notice of redemption and pay the Redemption Price thereof, plus interest accrued and unpaid to the date fixed for redemption, in accordance with the terms of Articles IV and V to the extent applicable.

Section 404. Selection of Bonds to Be Redeemed. Unless otherwise provided by Supplemental Indenture, if less than all of the Bonds of like maturity of any Series shall be called for prior redemption, the particular Bonds or portion of Bonds to be redeemed shall be selected at random by the Trustee not more than 60 days prior to the date fixed for redemption in such manner as the Trustee in its discretion may deem fair and appropriate; *provided, however,* that the portion of any Bond of a denomination of more than the minimum Authorized Denomination for the Bonds of such Series to be redeemed shall be in the principal amount of an Authorized Denomination for the Bonds of such Series and that, in selecting portions of such Bonds for redemption, the Trustee shall treat each such Bond as representing that number of Bonds of said minimum Authorized Denomination which is obtained by dividing the principal amount of such Bond to be redeemed in part by said minimum Authorized Denomination. If all Bonds of any Series are held in book-entry only form, the particular Bonds or portions thereof of such Series to be redeemed shall be selected by the securities depository for such Series of Bonds in such manner as such securities depository shall determine.

Section 405. Notice of Redemption. When the Trustee shall receive notice from the County of its election or direction to redeem Bonds pursuant to Section 402, and when redemption of Bonds is authorized or required pursuant to Section 403, the Trustee shall give notice, in the name of the County, of the redemption of such Bonds, which notice shall specify the Series and maturities of the Bonds to be redeemed, the date fixed for redemption and the place or places where amounts due upon such date fixed for redemption will be -payable and, if fewer than all of the Bonds of any like Series and maturity are to be redeemed, the letters and numbers or other distinguishing marks of such Bonds so to be redeemed, and, in the case of Bonds to be redeemed in part only, such notice shall also specify the respective portions of the principal amount thereof to be redeemed. Such notice shall further state that on such date there shall become due and payable the Redemption Price of each Bond to be redeemed, or the Redemption Price of the specified portions of the principal thereof in the case of Bonds to be redeemed in part only, together with interest accrued to the date fixed for redemption, and that from and after such date interest thereon shall cease to accrue and be payable. The Trustee shall mail copies of such notice by first-class mail, postage prepaid, not less than 30 (thirty) days before the date fixed for redemption, to the Owners of the Bonds to be redeemed at their addresses as shown on the registration books of the County maintained by the Registrar. If the Trustee mails notices of redemption as herein provided, notice shall be conclusively presumed to have been given to all Owners.

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With respect to an optional redemption of any Bonds, unless moneys sufficient to pay the Redemption Price of the Bonds to be redeemed shall have been received by the Trustee prior to the giving of such notice of redemption, such notice may, at the option of the County, state that said redemption shall be conditional upon the receipt of such moneys by the Trustee on or prior to the date fixed for redemption. If such moneys are not received, such notice shall be of no force and effect, the County shall not redeem such Bonds and the Trustee shall give notice, in the same manner in which the notice of redemption was given, that such moneys were not so received and that such Bonds will not be redeemed.

If the notice of redemption to be given in connection with an optional redemption of any Series of Bonds is not made expressly conditional as provided in the preceding paragraph, the Trustee will not give any such unconditional notice of redemption unless sufficient funds to pay the full Redemption Price of such Series of Bonds to be redeemed are on deposit with the Trustee at the time such notice is given.

Section 406. Payment of Redeemed Bonds. Notice having been given in the manner provided in Section 405, the Bonds or portions thereof so called for redemption shall become due and payable on the date fixed for redemption at the Redemption Price, plus interest accrued and unpaid to such date, and, upon presentation and surrender thereof at any place specified in such notice, such Bonds, or portions thereof, shall be paid at the Redemption Price, plus interest accrued and unpaid to such date. If there shall be called for redemption less than all of a Bond, the County shall execute and the Trustee shall authenticate and the appropriate Fiduciary shall deliver, upon the surrender of such Bond, without charge to the Owner thereof, for the unredeemed balance of the principal amount of the Bond so surrendered, fully registered Bonds of like Series and maturity in any Authorized Denominations. If, on the date fixed for redemption, moneys for the redemption of all the Bonds or portions thereof of any like Series and maturity to be redeemed, together with interest to such date, shall be held by the Trustee so as to be available therefor on said date and if notice of redemption shall have been given as aforesaid, then, from and after the date fixed for redemption, interest on the Bonds or portions thereof of such Series and maturity so called for redemption shall cease to accrue and become payable. If said moneys shall not be so available on the date fixed for redemption, such Bonds or portions thereof shall continue to bear interest until paid at the same rate as they would have borne had they not been called for redemption.

ARTICLE V

REVENUES AND ESTABLISHMENT OF FUNDS AND APPLICATIONS THEREOF

Section 501. The Pledge Effectuated by This Master Indenture.

(A) There are hereby pledged for the payment of the principal and Redemption Price of, and interest on, the Bonds in accordance with their terms and the provisions of this Master Indenture, and a lien is hereby granted for such purpose, subject only to the provisions of this Master Indenture permitting or requiring the application thereof for the purposes and on the terms and conditions set forth in this Master Indenture, (i) the Pledged Sales Tax Revenues, (ii) amounts on deposit in all Funds, Accounts and Sub-Accounts and (iii) any and all other moneys, securities and property furnished from time to time to the Trustee by the County or on behalf of the County or by any other persons to be held by the Trustee under the terms of this Master Indenture; *provided*, that the application of Pledged Sales Tax Revenues to the payment of debt service on any Junior Lien Obligations and to the payments due to a Swap Provider under a Qualified Swap Agreement, and to a counterparty under a swap agreement that is not a qualified swap agreement, is expressly limited as and to the extent provided in this Master Indenture.

(B) The Pledged Sales Tax Revenues and the other moneys, securities and properties hereby pledged shall immediately be subject to the lien and pledge hereof without any physical delivery or

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further act, and the lien and pledge hereof shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the County, irrespective of whether such parties have notice hereof.

(C) The Bonds do not represent or constitute a debt of the County or of the State within the meaning of any constitutional or any statutory limitation or a pledge of the full faith and credit of the County or the State or grant to the Owners thereof any right to have the County levy any taxes other than Home Rule Sales Taxes or the General Assembly of the State levy any taxes or appropriate any funds for the payment of the principal of, premium, if any, or interest on the Bonds. The Owners of the Bonds shall, however, have the right to enforce the covenants of the County set forth in Section 707 hereof regarding the Pledged Sales Tax Revenues. . The Bonds are payable solely from the Pledged Sales Tax Revenues and sources pledged for their payment in accordance with this Master Indenture.

Section 502. Establishment of Funds and Accounts.

(A) The Pledged Sales Tax Revenue Fund is hereby established as a fund held by the County in one or more Depositaries.

(B) The following Funds, Accounts and Sub-Accounts are hereby established, all of which are to be held by the Trustee:

1. Debt Service Fund, consisting of the Interest Sub-Account and the Principal Sub-Account,
2. Debt Service Reserve Fund, consisting of such Series Sub-Accounts as may be established by Supplemental Indentures governing the issuance of and securing the related Series of Bonds;
3. Rebate Fund, consisting of such Series Sub-Accounts as may be established by Supplemental Indentures governing the issuance of and securing the related Series of Bonds;
3. Junior Lien Debt Service Fund, consisting of such Series Sub-Accounts as may be established by Supplemental Indentures governing the issuance of and securing the related Series of Junior Lien Obligations; and
4. Junior Lien Debt Service Reserve Fund, consisting of such Series Sub-Accounts as may be established by Supplemental Indentures governing the issuance of and securing the related Series of Junior Lien Obligations.

Section 503. Establishment of Project Fund.

(A) The Project Fund is hereby established, which Project Fund shall be held as a separate, segregated fund by the County in a Depository. The County shall hereafter establish within the Project Fund in connection with the issuance of each Series of Bonds separate, segregated accounts for the deposit of proceeds of such Bonds issued to finance Projects. There shall be paid into the Project Fund the amounts required to be so paid by the provisions of this Master Indenture and any Supplemental Indenture governing the issuance of and securing the related Series of Bonds, and there may be paid into the Project Fund, at the option of the County, any moneys determined to be so applied by the County.

(B) Amounts in each separate, segregated account of the Project Fund established as provided in paragraph (A) above shall be applied to the purpose or purposes and in the manner specified in the

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Supplemental Indenture authorizing the Series of Bonds the proceeds of which were deposited in such account and upon the written direction of an Authorized Officer.

(C) Moneys in the Project Fund shall be invested at the direction of an Authorized Officer to the fullest extent practicable in Investment Securities maturing in such amounts and at such times as may be necessary to provide funds when needed to pay costs of Projects or such other costs as may be required to be paid from such moneys. The County may, and to the extent required for payments from the Project Fund shall, sell any such Investment Securities at any time, and the proceeds of such sale, and of all payments at maturity and upon redemption of such investments, shall be held in the applicable account in the Project Fund. Earnings received on moneys or securities in a separate account in the Project Fund shall be held as a part of such account and available for the purposes for which moneys in such account are otherwise held.

(D) Subject to the right of the County to substitute any other lawful project or expenditures that will constitute a portion of any Project, the completion, substantial completion or abandonment of construction of any Project to be paid for from the Project Fund shall be evidenced by a Certificate of an Authorized Officer of the County, which certificates shall be filed promptly with the Trustee, stating the date of such completion, anticipated completion or abandonment and the amount, if any, required in the opinion of the signer of such certificate for the payment of any remaining part of the cost of such Project. Upon the filing of such certificates evidencing the completion, substantial completion or abandonment of construction of all Projects to be paid from any separate, segregated account established in the Project Fund pursuant to Section 503(A) or 503(B) hereof, the balance in said account in excess of the amount, if any, stated in such certificates of the County shall be deposited in the following order of priority: (1) in each Series Sub-Account of the Debt Service Reserve Fund to the extent necessary to cause the amount on deposit therein to equal the applicable Series Debt Service Reserve Requirement; provided that in the event amounts available to be so deposited are insufficient to cause all applicable Series Debt Service Reserve Requirements to be satisfied, such amount shall be deposited pro-rata [based on the ratio of (X) the amount of the Series Debt Service Reserve Requirement corresponding to each such Series Sub-Account of the Debt Service Reserve Fund to (Y) the total amount of Series Debt Service Reserve Requirements applicable to all Series Sub-Accounts of the Debt Service Reserve Fund that have been established]; (2) in the Debt Service Fund for application as provided in Section 504(B) to fund any deficiencies in any Funds, Accounts or Sub-Accounts described in Section 504(B); and (3) with any remainder to be applied as provided in paragraph (7) of Section 504(B).

Section 504. Pledged Sales Tax Revenue Fund

(A) All Pledged Sales Tax Revenues received by the County, unless otherwise directed by this Master Indenture, shall be deposited by the County as received, but in no event more than three Business Days after receipt thereof by the County, into the Pledged Sales Tax Revenue Fund.

(B) Beginning September 1, 2012 and for each month thereafter, on or before the twentieth (20th) day of each month or upon receipt of the Pledged Sales Tax Revenues (or on such earlier Deposit Day as may be required pursuant to a Supplemental Indenture), the County shall withdraw from the Pledged Sales Tax Revenue Fund and transfer to the Trustee the following amounts for application in the following order of priority (provided that if such Deposit Day shall not be a Business Day, then the Deposit Day shall be next Business Day):

- (1) for deposit to the credit of the Interest Sub-Account, an amount equal to (a) 20 (twenty) per cent of the Interest Requirement, less (b) any amounts then on deposit to the credit of said Sub-Account to the extent such amounts have not been excluded from the determination of Interest Requirement as provided in the definition of such term set forth in Section 101 hereof;

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- (2) for deposit to the credit of the Principal Sub-Account, an amount equal to (a) 10 (ten) percent of the Principal Requirement, less (b) any amounts then on deposit to the credit of the Principal Sub-Account to the extent such amounts have not been excluded from the determination of Principal Requirement as provided in the definition of such term set forth in Section 101 hereof;
- (3) or deposit to the credit of the Rebate Fund to satisfy the requirements of any applicable tax regulatory certificate or agreement described in Section 509 hereof.
- (4) for deposit to the credit of each Series Sub-Account of the Debt Service Reserve Fund to the extent necessary to cause the amount on deposit therein to equal the applicable Series Debt Service Reserve Requirement; provided that in the event amounts available to be so deposited are insufficient to cause all applicable Series Debt Service Reserve Requirements to be satisfied, such amount shall be deposited pro-rata based on the ratio of (X) the amount of the Series Debt Service Reserve Requirement corresponding to each such Series Sub-Account of the Debt Service Reserve Fund to (Y) the total amount of Series Debt Service Reserve Requirements applicable to all Series Sub-Accounts of the Debt Service Reserve Fund that have been established;
- (5) for deposit to the credit of the Junior Lien Debt Service Fund the amount, if any, as shall be required to be deposited therein in the then current month to pay principal or to meet sinking fund requirements of and interest on all Junior Lien Obligations outstanding, as required by the terms of the Supplemental Indentures authorizing the issuance of such Junior Lien Obligations;
- (6) for deposit to the credit of any Junior Lien Debt Service Reserve Fund the amount, if any, as shall be required to be deposited therein in the then current month to provide reserves for such Junior Lien Obligations as shall be secured thereby, as required by the terms of the Supplemental Indentures authorizing the issuance of such Junior Lien Obligations; and
- (7) for deposit as directed by the County to be used for any lawful corporate purpose of the County.

(C) At any time and from time to time, the County may pay to the Trustee for deposit into the Debt Service Fund or the Debt Service Reserve Fund amounts received from the proceeds of Bonds or amounts received from sources other than Pledged Sales Tax Revenues.

Section 505. Debt Service Fund.

(A) The Trustee shall pay to the respective Paying Agents in Current Funds (i) out of the Interest Sub-Account on or before each Interest Payment Date for any of the Outstanding Bonds, the amount required for the interest payable on such date; (ii) out of the Principal Sub-Account on or before each Principal Payment Date, an amount equal to the principal amount of the Outstanding Bonds, if any, which mature on such date; and (iii) out of the Principal Sub-Account on or before each Principal Payment Date occasioned by redemption of Outstanding Bonds from Sinking Fund Installments, the amount required for the payment of the Redemption Price of such Outstanding Bonds then to be redeemed. Such amounts shall be paid to the Owners of the Outstanding Bonds by the Paying Agents for the aforesaid purposes on the due dates thereof. The Trustee shall also pay out of the Interest Sub-Account the accrued interest included in the purchase price of Outstanding Bonds purchased for retirement. The Trustee shall also pay out of all of the Sub-Accounts of the Debt Service Fund such

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additional amounts, if available, permitted to be paid out to the County pursuant to paragraph (B)(4) of this Section 505.

(B) Amounts in the Principal Sub-Account available for the payment of Sinking Fund Installments shall be applied to the purchase or redemption of Bonds as provided in this subsection.

- (1) Amounts deposited to the credit of the Principal Sub-Account to be used in satisfaction of any Sinking Fund Installment may, and if so directed by the County shall, be applied by the Trustee, on or prior to the [thirty-fifth (35th)] day next preceding the next Principal Payment Date on which a Sinking Fund Installment is due, to the purchase of Outstanding Bonds of the Series and maturity for which such Sinking Fund Installment was established. That portion of the purchase price attributable to accrued interest shall be paid from the Interest Sub-Account. All such purchases of Outstanding Bonds shall be made at prices not exceeding the applicable sinking fund Redemption Price of such Bonds plus accrued interest, and such purchases shall be made in such manner as the County shall determine. The principal amount of any Bonds so purchased shall be deemed to constitute part of the Principal Sub-Account until the Principal Payment Date on which such Sinking Fund Installment is due, for the purpose of calculating the amount on deposit in such Sub-Account.
- (2) At any time up to the thirty-fifth (35th) day next preceding the next Principal Payment Date on which a Sinking Fund Installment is due, the County may purchase with any available funds Outstanding Bonds of the Series and of the maturity for which such Sinking Fund Installment was established and surrender such Bonds to the Trustee at any time up to said date.
- (3) After giving effect to the Outstanding Bonds purchased by the Trustee and Outstanding Bonds surrendered by the County as described in paragraphs (1) and (2) above, which shall be credited against the Sinking Fund Installment at the applicable Redemption Price thereof, and as soon as practicable after the thirty-fifth (35th) day next preceding the next Principal Payment Date on which a Sinking Fund Installment is due, the Trustee shall proceed to call for redemption on such Principal Payment Date Outstanding Bonds of the Series and maturity for which such Sinking Fund Installment was established in such amount as shall be necessary to complete the retirement of the unsatisfied portion of such Sinking Fund Installment. The Trustee shall pay out of the Principal Sub-Account (after transfers thereto from the Debt Service Reserve Fund, if required) to the appropriate Paying Agents, on or before the day preceding such redemption date, the Redemption Price required for the redemption of the Outstanding Bonds so called for redemption, and such amount shall be applied by such Paying Agents to such redemption.
- (4) After making the payments as provided in the preceding paragraph (3) of this subsection, the Trustee shall pay out of all Sub-Accounts of the Debt Service Fund to the County on the next scheduled Principal Payment Date on which a Sinking Fund Installment is due the lesser of (i) the applicable sinking fund Redemption Price of and accrued interest on such Outstanding Bonds surrendered by the County for such date or (ii) the amounts remaining to the credit of all Sub-Accounts of the Debt Service Fund in excess of the amounts required to be on deposit to the credit thereof. The transfer described in this paragraph (4) shall be made prior to the transfer described in Section 505(D), below.
- (5) If the principal amount of Outstanding Bonds retired pursuant to this subsection through application of amounts in satisfaction of any Sinking Fund Installment shall exceed such Sinking Fund Installment, or in the event of the purchase or redemption from moneys

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other than from the Principal Sub-Account of Outstanding Bonds of any Series and maturity for which Sinking Fund Installments have been established, such excess or the principal amount of Outstanding Bonds so purchased or redeemed, as the case may be, shall be credited toward future scheduled Sinking Fund Installments either (i) in the order of their due dates or (ii) in such order as the County establishes in a certificate signed by an Authorized Officer and delivered to the Trustee not more than fifteen (15) days after the payment in excess of such Sinking Fund Installment.

(C) Moneys held in the Sub-Accounts of the Debt Service Fund shall be invested as provided in Section 603(A) hereof. Investment income earned as a result of such investment shall be retained in said Sub-Accounts.

(D) On each Principal Payment Date, the Trustee shall determine the amount, if any, remaining in the Principal Sub-Account after all requirements for the payment of principal of the Bonds on such Principal Payment Date have been satisfied. Any such amount shall be transferred promptly from the Principal Sub-Account to the County and deposited in the Pledged Sales Tax Revenue Fund and applied pursuant to Section 504(B) hereof; *provided, however,* that no amounts derived from the investment of moneys in the Principal Sub-Account shall be so transferred but shall be retained therein.

(E) The amount, if any, deposited in the Interest Sub-Account from the proceeds of Outstanding Bonds shall be set aside in such Sub-Account and applied to the payment of the interest on the Bonds with respect to which such proceeds were deposited in accordance with the provisions of the Supplemental Indenture authorizing the issuance of such Bonds.

Section 506. Debt Service Reserve Fund.

(A) In lieu of the required deposits into any Series Sub-Account of the Debt Service Reserve Fund, the County may cause to be deposited into such Series Sub-Account a surety bond, an insurance policy, a letter of credit or other credit facility (any such instrument referred to herein as a "*Debt Reserve Credit Facility*") which, in each case, shall be in an amount equal to the difference between the applicable Series Debt Service Reserve Requirement and the sums then on deposit to the credit of such Series Sub-Account. Any Debt Service Credit Facility shall be payable to the Trustee for the equal and ratable benefit of all of the Owners of the Outstanding Bonds of such Series on any date on which moneys shall be required to be withdrawn from such Series Sub-Account and applied to the payment of the Principal of or interest on any such Series of Bonds which withdrawal cannot be met by any cash on deposit to the credit of such Series Sub-Account. The insurer providing such surety bond or insurance policy shall be an insurer whose municipal bond insurance policies insuring the payment, when due, of the principal of and interest on municipal bond issues results in such issues being rated in either of the two highest rating categories by any of the Rating Agencies, or any insurer who holds either of the two highest policyholder ratings accorded insurers by A.M. Best & Co. (or any comparable service) at the time of deposit. The letter of credit issuer shall be a bank or trust company and any other credit facility issuer shall be a company or other legal entity which is rated in either of the two highest rating categories by any of the Rating Agencies, and the letter of credit or other credit facility itself shall be rated in either of the two highest categories of each of such Rating Agencies at the time of deposit. If a disbursement is made pursuant to any Debt Reserve Credit Facility pursuant to this subparagraph 506(A), the County shall be obligated either (i) to reinstate the maximum limits of such Debt Reserve Credit Facility in accordance with the terms thereof or (ii) to deposit to the credit of such Series Sub-Account, funds in the amount of the disbursement made under such Debt Reserve Credit Facility, or a combination of such alternatives, as shall provide that the amount to the credit of such Series Sub-Account equals the Series Debt Service Reserve Requirement within a time period not longer than would have been required to restore such Series Sub-Account by operation of Section 504(B)(3) hereof.

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(B) In the event that any Debt Reserve Credit Facility deposited with the Trustee as provided in subparagraph (A) above is withdrawn by the issuer thereof or expires and is not renewed, the County shall fund the resulting deficiency with respect to the Debt Service Reserve Requirement (a) by depositing in the applicable Series Sub-Account a new Debt Reserve Credit Facility meeting the requirements of subparagraph (A) above or (b) by funding the Series Debt Service Reserve Requirement from Pledged Sales Tax Revenues as provided in subparagraph (A) above.

Section 507. Junior Lien Debt Service Fund

(A) Moneys to the credit of the Junior Lien Debt Service Fund shall be applied to the payment of the principal and sinking fund requirements of and interest on each issue of Junior Lien Obligations in accordance with the provisions of, and subject to the priorities and limitations and restrictions provided in, the respective Supplemental Indentures authorizing the issuance thereof.

(B) At any time and from time to time, the County may pay to the Trustee for deposit into the Junior Lien Debt Service Fund amounts received from the proceeds of Junior Lien Obligations or amounts received from sources other than Pledged Sales Tax Revenues.

Section 508. Junior Lien Debt Service Reserve Fund. The Junior Lien Debt Service Reserve Fund shall be funded and moneys therein applied to the payment of the principal of and interest on each issue of Junior Lien Obligations in accordance with the provisions of, and subject to the priorities and limitations and restrictions provided in, the respective Supplemental Indentures authorizing the issuance thereof.

Section 509. Rebate Fund.

(A) If and to the extent required by the Code and Regulations, the County shall determine the amount of Excess Earnings with respect to each Series of Bonds and direct the Trustee in writing to transfer from any other of the funds and accounts held by the Trustee hereunder and deposit to the related Series Rebate Subaccount of the Rebate Account, all or a portion of the Excess Earnings with respect to such Series of Bonds.

(B) Moneys on deposit in the related Series Rebate Subaccount of the Rebate Account shall be paid to the Department of the Treasury of the United States of America to the extent and in the manner required by the provisions of the applicable tax regulatory certificate or agreement. Moneys which are determined to be in excess of the amount required to be so rebated shall be deposited to the Interest Sub-Account of the Debt Service Account in accordance with the provisions of such applicable tax regulatory certificate or agreement.

(C) Amounts in the Rebate Account shall not be pledged to Owners of the Bonds.

Section 510. Creation of Additional Accounts and Sub-Accounts. The Trustee shall, at the written request of the County, establish such additional Accounts within any of the Funds established under this Master Indenture, and Sub-Accounts within any of the Accounts established under this Master Indenture, as shall be specified in such written request, for the purpose of enabling the County to identify or account for more precisely the sources, timing and amounts of transfers or deposits into such Funds, Accounts and Sub-Accounts, the amounts on deposit in or credited to such Funds, Accounts or Sub-Accounts as of any date or dates of calculation, and the sources, timing and amounts of transfers, disbursements or withdrawals from such Funds, Accounts or Sub-Accounts; but the establishment of any such additional Accounts or Sub-Accounts shall not alter or modify in any manner or to any extent any of

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the requirements of this Master Indenture with respect to the deposit or use of moneys in any Fund, Account or Sub-Account established hereunder.

Section 511. Payments Under Bond Insurance Policies. Payments to a Bond Insurer of a Series of Bonds shall be made in accordance with the provisions under the Supplemental Indenture issuing such Series of Bonds.

ARTICLE VI

DEPOSITARIES, SECURITY FOR DEPOSITS AND INVESTMENTS OF FUNDS

Section 601. Depositories. All moneys held by the Trustee under the provisions of this Master Indenture shall be deposited with one or more Depositaries selected by an Authorized Officer in the name of and in trust for the Trustee. All moneys held by the County under this Master Indenture shall be deposited in one or more Depositaries (selected by an Authorized Officer) in the name of the County. All moneys deposited under the provisions of this Master Indenture with the Trustee, the County or any Depositary shall be held in trust and applied only in accordance with the provisions of this Master Indenture, and each of the Funds, Accounts and Sub-Accounts established by this Master Indenture shall be a trust fund.

Section 602. Deposits.

(A) All moneys held by any Depositary under this Master Indenture may be placed on demand or time deposit, as directed by an Authorized Officer, provided that such deposits shall permit the moneys so held to be available for use when needed. Any such deposit may be made in the commercial banking department of any Fiduciary which may honor checks and drafts on such deposit as if it were not a Fiduciary. All moneys held by a Fiduciary may be deposited in its banking department on demand or, if and to the extent directed by an Authorized Officer, on time deposit, provided that such moneys on deposit be available for use when needed. Such Fiduciary shall allow and credit on such moneys such interest, if any, as it customarily allows upon similar funds of similar size.

(B) All moneys on deposit to the credit of the Debt Service Fund and the Debt Service Reserve Fund not otherwise secured by deposit insurance shall be continuously and fully secured by the Trustee for the benefit of the County and the Owners of the Bonds by lodging with the Trustee as collateral security, Government Obligations having a market value (exclusive of accrued interest) of not less than the amount of such moneys. All moneys on deposit to the credit of the Project Fund not otherwise secured by deposit insurance shall be continuously and fully secured by the appropriate Depositary for the benefit of the County and the Owners of the Bonds by lodging with the appropriate Depositary as collateral security, Government Obligations having a market value (exclusive of accrued interest) not less than the amount of such moneys. All other moneys held for the County under this Master Indenture shall be continuously and fully secured for the benefit of the County and the Owners of the Bonds in the same manner as provided by the County for similar funds of the County.

(C) All moneys deposited with the Trustee and each Depositary shall be credited to the particular Fund, Account or Sub-Account to which such moneys belong.

Section 603. Investment of Certain Moneys.

(A) Moneys held in the Debt Service Fund and its Sub-Accounts and the Debt Service Reserve Fund shall be invested and reinvested by the Trustee at the direction of an Authorized Officer confirmed in writing to the fullest extent practicable in Government Obligations which mature no later than necessary to provide moneys when needed for payments to be made from such Accounts or Sub-Accounts, but no moneys in the Debt Service Reserve Fund shall be invested in any Government

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Obligations maturing more than 10 years from the date of such investment. Amounts in the Pledged Sales Tax Revenue Fund held by the County in a Depositary, may be invested by the County at the direction of an Authorized Officer in Investment Securities which mature within one year, but no later than necessary to provide moneys when needed for payments from such Fund and Accounts. Moneys held in any separate, segregated account of the Project Fund held by the County in a Depositary may be invested and reinvested by the County at the direction of an Authorized Officer in Investment Securities which mature no later than necessary to provide moneys when needed for payments to be made from such Accounts.

(B) Moneys held in two or more Funds, Accounts or Sub-Accounts may be jointly invested in one or more Investment Securities, provided that such investment complies with all the terms and conditions hereof relating to the investment of moneys in such Funds, Accounts or Sub-Accounts, as the case may be, and the County maintains books and records as to the allocation of such investment as among such Funds, Accounts or Sub-Accounts. Investment income from investments held in the various Funds, Accounts and Sub-Accounts shall remain in and be a part of the respective Funds, Accounts and Sub-Accounts in which such investments are held, except as otherwise provided in this Master Indenture.

(C) Notwithstanding any other provisions of this Master Indenture to the contrary, all investments made under this Master Indenture shall be consistent with the expectations expressed in any arbitrage certificate executed on behalf of the County and filed with the Trustee with respect to any Series of Bonds issued under this Master Indenture.

Section 604. Valuation and Sale of Investments.

(A) Investment Securities in any Fund, Account or Sub-Account created under the provisions of this Master Indenture shall be deemed at all times to be part of such Fund, Account or Sub-Account and any profit realized from the liquidation of such investment shall be credited to such Fund, Account or Sub-Account and any loss resulting from liquidation of such investment shall be charged to such Fund, Account or Sub-Account.

(B) Valuations of Investment Securities held in the Funds, Accounts and Sub-Accounts established hereunder shall be made or caused to be made by the County as often as may be necessary to determine the amounts held therein, except that valuations of Government Obligations held in the Debt Service Fund and its Sub-Accounts and the Debt Service Reserve Fund shall be made at least once each year on such dates as shall be determined by the County. In computing the amounts in such Funds, Accounts and Sub-Accounts, Investment Securities therein shall be valued as provided in paragraph (C) of this Section 604.

(C) The value of Investment Securities shall mean the fair market value thereof, *provided, however,* that all SLGs shall be valued at par and those obligations which are redeemable at the option of the holder shall be valued at the price at which such obligations are then redeemable.

(D) Except as otherwise provided in this Master Indenture, the Trustee at the direction of an Authorized Officer shall sell at the best price obtainable, or present for redemption, any Investment Security held in any Fund, Account or Sub-Account held by the Trustee whenever it shall be necessary to provide moneys to meet any payment or transfer from such Fund, Account or Sub-Account as the case may be. The Trustee and the County shall not be liable or responsible for making any such investment in the manner provided above or for any loss resulting from any such investment.

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ARTICLE VII

PARTICULAR COVENANTS AND REPRESENTATIONS OF THE COUNTY

Section 701. Payment of Bonds. The County covenants and agrees that it will pay or cause payment to be made of the principal at maturity and Redemption Price, if any, of every Outstanding Bond, whether a Serial Bond or a Term Bond (subject to the provisions of Section 505(B)(5) hereof), and the interest thereon, at the places, on the dates and in the manner provided in this Master Indenture and in the Bonds. The County further covenants and agrees that it will make deposits to meet all Sinking Fund Installments for the Bonds of a Series for which Sinking Fund Installments are established, in accordance with and subject to the provisions of this Master Indenture and each Supplemental Indenture.

Section 702. Extension of Payment of Bonds. If the maturity of any Bond or installment of interest shall be extended pursuant to the written consent of the Owner thereof, such Bond or installment of interest shall not be entitled, in case of any default under this Master Indenture, to the benefit of this Master Indenture or to payment out of Pledged Sales Tax Revenues or Funds, Accounts and Sub-Accounts established by this Master Indenture or moneys held by Fiduciaries or Depositaries (except moneys held in trust for the payment of such Bond or installment of interest) until the prior payment of the principal of all Bonds Outstanding the maturity of which has not been extended and of such portion of the accrued interest on the Bonds as shall not be represented by such extended claims for interest.

Nothing herein shall be deemed to limit the right of the County to issue Refunding Bonds and such issuance shall not be deemed to constitute an extension of maturity of Bonds.

Section 703. Offices for Servicing Bonds. The County shall at all times maintain one or more Paying Agents and Registrars in Chicago, Illinois or in New York, New York where Bonds may be presented for payment and where Bonds may be presented for registration, transfer or exchange.

Section 704. Further Assurance. At any and all times the County shall, as far as it may be authorized by law, pass, make, do, execute, acknowledge and deliver, all and every such further indentures, acts, deeds, conveyances, assignments, transfers and assurances as may be necessary or desirable for the better assuring, conveying, granting, pledging, assigning and confirming, all and singular, the rights, revenues and other moneys, securities and funds hereby pledged or assigned, or which the County may become bound to pledge or assign.

Section 705. Power to Issue Bonds and Pledge Pledged Sales Tax Revenues and Other Funds. The County is duly authorized under all applicable laws and as an exercise of its home rule power to issue the Bonds and to execute and deliver this Master Indenture and to pledge the Pledged Sales Tax Revenues and other moneys, securities and funds pledged by this Master Indenture and to grant the lien granted by this Master Indenture thereon in the manner and to the extent provided in this Master Indenture. The Pledged Sales Tax Revenues and other moneys, securities and funds so pledged, and subject to such lien, are and will be free and clear of any pledge, lien, charge or encumbrance thereon or with respect thereto prior to, or of equal rank with, the pledge and lien created by this Master Indenture, and all action on the part of the County to that end has been and will be duly and validly taken. The Bonds and the provisions of this Master Indenture are and will be valid and legally enforceable obligations of the County in accordance with their terms and the terms of this Master Indenture, except to the extent enforceability may be limited by bankruptcy, insolvency and other laws affecting conditions, rights or remedies and the availability of equitable remedies generally. The County covenants that upon the date of issuance of any of the Bonds, all conditions, acts and things required by the Constitution and laws of the State and this Master Indenture to exist, to have happened and to have been performed precedent to or in the issuance of such Bonds shall exist, have happened and have been performed. The County shall at all times, to the

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extent permitted by law, defend, preserve and protect the pledge of and lien on the Pledged Sales Tax Revenues and other moneys, securities and funds pledged under this Master Indenture and all the rights of the Owners under this Master Indenture against all claims and demands.

Section 706. Indebtedness and Liens. The County shall not issue any bonds or other evidences of indebtedness, other than the Bonds, Qualified Swap Agreements and Junior Lien Obligations, which are secured by a pledge of or lien on the Pledged Sales Tax Revenues or the moneys, securities or funds held or set aside by the County or by the Trustee under this Master Indenture, and shall not, except as expressly authorized in this Master Indenture, create or cause to be created any lien or charge on the Pledged Sales Tax Revenues or such moneys, securities or funds; *provided, however*, that nothing contained in this Master Indenture shall prevent the County from issuing evidences of indebtedness payable from moneys in the Project Fund as part of the cost of any Project, or payable from or secured by the pledge of Pledged Sales Tax Revenues to be derived on and after such date as the pledge of all of the Pledged Sales Tax Revenues provided in this Master Indenture shall be discharged and satisfied as provided in Section 1201.

Section 707. Covenants Regarding Pledged Sales Tax Revenues. The County covenants that it will not (a) take any action legally available to it, including, without limitation, reducing the rate at which Home Rule Sales Taxes are imposed so as to cause its collections of Pledged Sales Tax Revenues in any Fiscal Year to be less than one hundred thirty-five percent (135%) of the sum in such Fiscal Year of (i) the Annual Debt Service Requirement for such Fiscal Year on account of all Outstanding Bonds, (ii) the deposits to the Debt Service Reserve Fund for such Fiscal Year required by the provisions of Section 504(B)(3) hereof, (iii) the deposits to the Junior Lien Debt Service Fund for such Fiscal Year required by the provisions of Section 504(B)(4) hereof and (iv) the deposits to any Junior Lien Debt Service Reserve Fund for such Fiscal Year required by the provisions of Section 504(B)(5) hereof; or (b) in any way impair the rights and remedies of the Owners of the Outstanding Bonds until all such Outstanding Bonds are fully discharged.

Section 708. Accounts and Reports

(A) The County shall keep proper books of record and account in which complete and correct entries shall be made of its transactions relating to the Funds, Accounts and Sub-Accounts established by this Master Indenture, and which, together with all other books and financial records of the County, shall at all reasonable times be available for the inspection of the Trustee and the Owners of not less than 25 percent in principal amount of Outstanding Bonds or their representatives duly authorized in writing. The County further covenants that it will keep an accurate record of the collection and application of all Pledged Sales Tax Revenues.

(B) The County further covenants that it will cause any additional reports or audits relating to the Pledged Sales Tax Revenues to be made as required by law, and that, as often as may be reasonably requested, it will furnish to the Trustee such other information concerning the Pledged Sales Tax Revenues as may be reasonably requested.

(C) With respect to a Series of Bonds for which Bond Insurance is obtained, the County further covenants that it will provide, or will cause the Trustee to provide, the Bond Insurer with the information required under the Supplemental Indenture for such Series of Bonds.

Section 709. Arbitrage. The County shall not at any time permit any of the proceeds of the Bonds or any other funds of the County to be used directly or indirectly to acquire any securities or obligations the acquisition of which would cause any Bond to be an "arbitrage bond" as defined in Section 148 of the Internal Revenue Code of 1986, as amended.

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ARTICLE VIII

REMEDIES OF OWNERS

Section 801. Events of Default. Each of the following events is hereby declared an “Event of Default:”

- (1) if a default shall occur in the due and punctual payment of the principal or Redemption Price of any Bond when and as the same shall become due and payable, whether at maturity or by call for redemption or otherwise;
- (2) if a default shall occur in the due and punctual payment of interest on any Bond, when and as such interest shall become due and payable;
- (3) if a default shall occur in the performance or observance by the County of any other of the covenants, agreements or conditions in this Master Indenture or in the Bonds contained (other than as provided in clause (4) below), and such default shall continue for a period of 90 days after written notice thereof to the County by the Trustee or after written notice thereof to the County and to the Trustee by the Owners of not less than a majority in principal amount of the Outstanding Bonds;
- (4) if a default shall occur in the performance or observance by the County of the covenant set forth in Section 707 of this Master Indenture and such default shall continue for a period of 30 days after written notice thereof to the County by the Trustee or after written notice thereof to the County and to the Trustee by the Owners of not less than a majority in principal amount of the Outstanding Bonds;
- (5) if the County shall file a petition seeking reorganization or a composition of indebtedness under the federal bankruptcy laws or under any other applicable law or statute of the United States of America or of the State; or
- (6) if an order or decree shall be entered, with the consent or acquiescence of the County, appointing a receiver or receivers for revenues of the County, or any part thereof; or if such order or decree entered without the consent or acquiescence of the County shall not be vacated or discharged or stayed within 90 days after the entry thereof; *provided*, that in determining whether a default shall have occurred under subparagraphs (1) or (2) of this Section, no effect shall be given to payments made under any Bond Insurance Policy.

Section 802. Accounting and Examination of Records after Default.

(A) The County covenants that if an Event of Default shall have happened and shall not have been remedied, the books of record and account of the County and all other records relating to the Pledged Sales Tax Revenues shall at all times be subject to the inspection and use of the Trustee and of its agents and attorneys.

(B) The County covenants that if an Event of Default shall have happened and shall not have been remedied, the County, upon demand of the Trustee, will account, as if it were the trustee of an express trust, for all Pledged Sales Tax Revenues and other moneys, securities and funds held by the County pursuant to the terms of this Master Indenture for such period as shall be stated in such demand.

Section 803. Application of Revenues and Other Moneys after Default

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(A) The County covenants that if an Event of Default specified in Section 801 (1), (2) or (4) shall happen and shall not have been remedied, the County, upon demand of the Trustee, shall pay over or cause to be paid over to the Trustee (i) forthwith, all moneys, securities and funds then held by the County in any Fund, Account or Sub-Account pursuant to the terms of this Master Indenture, and (ii) all Pledged Sales Tax Revenues as promptable as practicable after receipt thereof.

(B) During the continuance of an Event of Default, the Trustee shall apply such moneys, securities, funds and Pledged Sales Tax Revenues and the income therefrom as follows and in the following order:

(1) to the payment of the reasonable and proper charges and expenses of the Trustee, including the reasonable fees and expenses of counsel employed by it;

(2) to the payment of the principal of, Redemption Price and interest on the Bonds then due, as follows:

FIRST: to the payment to the persons entitled thereto of all installments of interest then due on the Bonds in the order of the maturity of such installments, together with accrued and unpaid interest on the Bonds theretofore called for redemption, and, if the amount available shall not be sufficient to pay in full any installment or installments of interest maturing on the same date, then to the payment thereof ratably, according to the amounts due thereon, to the persons entitled thereto, without any discrimination or preference; SECOND: to the payment to the persons entitled thereto of the unpaid principal or Redemption Price of any Bonds which shall have become due, whether at maturity or by call for redemption, in the order of their due dates, and, if the amount available shall not be sufficient to pay in full all the Bonds due on any date, then to the payment thereof ratably, according to the amounts of principal or Redemption Price due on such date, to the persons entitled thereto, without any discrimination or preference; and

(3) to the payment of principal, redemption price and interest then due on Junior Lien Obligations.

(C) If and whenever all overdue installments of principal and Redemption Price of and interest on all Bonds, together with the reasonable and proper charges and expenses of the Trustee, and all other overdue sums payable by the County under this Master Indenture, including the overdue principal and Redemption Price of and accrued unpaid interest on all Bonds held by or for the account of the County, or provision satisfactory to the Trustee shall be made for such payment, and all defaults under this Master Indenture or the Bonds shall be made good or secured to the satisfaction of the Trustee or provision deemed by the Trustee to be adequate shall be made therefor, the Trustee shall pay over to the County all moneys, securities and funds then remaining unexpended in the hands of the Trustee (except moneys, securities and funds deposited or pledged, or required by the terms of this Master Indenture to be deposited or pledged, with the Trustee), and thereupon the County, the Trustee and the Owners shall be restored, respectively, to their former positions and rights under this Master Indenture. No such payment over to the County by the Trustee or such restoration of the County and the Trustee to their former positions and rights shall extend to or affect any subsequent default under this Master Indenture or impair any right consequent thereon.

Section 804. Proceedings Brought by Trustee.

(A) If an Event of Default shall happen and shall not have been remedied, then and in every such case, the Trustee, by its agents and attorneys, may proceed, and upon identical written request of the Owners of not less than a majority in principal amount of the Bonds Outstanding and upon being indemnified to its satisfaction shall proceed, to protect and enforce its rights and the rights of the Owners

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of the Bonds under this Master Indenture forthwith by a suit or suits in equity or at law, whether for the specific performance of any covenant herein contained, or in aid of the execution of any power herein granted, or for an accounting against the County as if the County were the trustee of an express trust, or in the enforcement of any other legal or equitable right as the trustee, being advised by counsel, shall deem most effectual to enforce any of its rights or to perform any of its duties under this Master Indenture.

(B) All rights of action under this Master Indenture may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any suit or other proceeding, and any such suit or other proceeding instituted by the Trustee shall be brought in its name.

(C) All actions against the County under this Master Indenture shall be brought in a state or federal court located in the State.

(D) The Owners of not less than a majority ,in principal amount of the Bonds at the time Outstanding may direct the time, method and place of conducting any proceedings to be taken in connection with the enforcement of the terms and conditions of this Master Indenture or for the enforcement of any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, *provided* that the Trustee shall have the right to decline to follow any such direction if the Trustee shall be advised by counsel that the action or proceeding so directed may not lawfully be taken, or if the Trustee in good faith shall determine that the action or proceeding so directed would involve the Trustee in personal liability or be unjustly prejudicial to the Owners not parties to such direction.

(E) Upon commencing any suit at law or in equity or upon commencement of other judicial proceedings by the Trustee to enforce any right under this Master Indenture, the Trustee shall be entitled to exercise any and all rights and powers conferred in this Master Indenture and provided to be exercised by the Trustee upon the occurrence of any Event of Default.

(F) Regardless of the happening of an Event of Default, the Trustee shall have power, but unless requested in writing by the Owners of a majority in principal amount of the Bonds then Outstanding, and furnished with reasonable security and indemnity, shall be under no obligation, to institute and maintain such suits and proceedings as may be necessary or expedient to prevent any impairment of the security under this Master Indenture and to preserve or protect its interests and the interest of the Owners.

Section 805. Restriction on Owners' Action.

(A) No Owner of any Bond shall have any right to institute any suit or proceeding at law or in equity for the enforcement or violation of any provision of this Master Indenture or the execution of any trust under this Master Indenture or for any remedy under this Master Indenture, unless such Owner shall have previously given to the Trustee written notice of the happening of an Event of Default, as provided in this Article, and the Owners of at least a majority in principal amount of the Bonds then Outstanding shall have filed a written request with the Trustee, and shall have offered it reasonable opportunity either to exercise the powers granted in this Master Indenture or by the laws of Illinois or to institute such suit or proceeding in its own name, and unless such Owners shall have offered to the Trustee adequate security and indemnity against the costs, expenses and liabilities to be incurred therein or thereby, and the Trustee shall have refused or failed to comply with such request within 60 days after receipt by it of such notice, request and offer of indemnity, it being understood and intended that no one or more Owners of Bonds shall have any right in any manner whatever by its or their action to affect, disturb or prejudice the pledge created by this Master Indenture or to enforce any right under this Master Indenture, except in the manner herein provided; and that all proceedings at law or in equity to enforce any provision of this Master

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Indenture shall be instituted, had and maintained in the manner provided in this Master Indenture and for the equal benefit of all Owners of the Outstanding Bonds, subject only to the provisions of Section 702 hereof.

(B) Nothing in this Master Indenture or in the Bonds contained shall affect or impair the obligation of the County, which is absolute and unconditional, to pay at the respective dates of maturity and places therein expressed the principal of and interest on the Bonds to the respective Owners thereof, or affect or impair the right of action, which is also absolute and unconditional, of any Owner to enforce such payment of its Bond from the sources provided herein.

Section 806. Remedies Not Exclusive. No remedy by the terms of this Master Indenture conferred upon or reserved to the Trustee or the Owners is intended to be exclusive of any other remedy, but each remedy shall be cumulative and shall be in addition to every other remedy given under this Master Indenture or existing at law or in equity or by statute on or after the date of the execution and delivery of this Master Indenture.

Section 807. Effect of Waiver and Other Circumstances.

(A) No delay or omission of the Trustee or any Owner to exercise any right or power arising upon the happening of an Event of Default shall impair any right or power or shall be construed to be a waiver of any such default or be an acquiescence therein.

(B) The Owners of at least a majority in principal amount of the Bonds at the time Outstanding , or their attorneys-in-fact duly authorized may on behalf of the Owners of all of the Bonds waive any past default under this Master Indenture and its consequences, except a default in the payment of interest on or principal or Redemption Price of any of the Bonds. No such waiver shall extend to any subsequent or other default or impair any right consequent thereon.

Section 808. Notices of Default. The Trustee shall promptly mail written notice of the occurrence of any Event of Default to the Owners of the Bonds and to the Bond Insurer.

Section 809. Rights of Credit Bank or Bond Insurer

(A) Notwithstanding anything contained in this Master Indenture to the contrary, but subject to the provisions of any applicable Supplemental Indenture, any Credit Bank or any Bond Insurer shall be treated as the Owner of Bonds upon which such Credit Bank or Bond Insurer is obligated pursuant to a Credit Facility or Bond Insurance Policy, as applicable, for the purposes of calculating whether or not the Owners of the requisite percentage of Bonds then Outstanding have consented to any request, consent, directive, waiver or other action permitted to be taken by the Owners of the Bonds pursuant to this Article.

(B) All rights of any Credit Bank or Bond Insurer hereunder (other than rights held as a registered owner of Bonds hereunder) shall cease and terminate if: (i) such Credit Bank or Bond Insurer has failed to make any payment under its Credit Facility or Bond Insurance Policy; (ii) such Credit Facility or Bond Insurance Policy shall cease to be valid and binding on such Credit Bank or Bond Insurer or shall be declared to be null and void, or the validity or enforceability of any provision thereof is being contested by such Credit Bank or Bond Insurer, or such Credit Bank or Bond Insurer is denying further liability or obligation under such Bond Insurance Policy; (iii) a petition has been filed and is pending against such Credit Bank or Bond Insurer under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution, liquidation or rehabilitation law of any jurisdiction, and has not been dismissed within 30 days after such filing; (iv) such Credit Bank or Bond Insurer has filed a petition, which is still pending, in voluntary bankruptcy or is seeking relief under any provision of any

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bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution, liquidation or rehabilitation law of any jurisdiction, or has consented to the filing of any petition against it under any such law; or (v) a receiver has been appointed for such Credit Bank or Bond Insurer under the banking or insurance laws of any jurisdiction.

(C) Notwithstanding anything contained in this Master Indenture to the contrary, but subject to the provisions of any applicable Supplemental Indenture, until the County has reimbursed a Credit Bank for amounts paid under a Credit Facility to pay the interest on or the principal of any Bonds on any Interest or Principal Payment Date or to the extent any Bond Insurer has exercised its rights as subrogee for the particular Bonds of which it has insured payment, (a) such Bonds shall be deemed to be Outstanding and such Credit Bank or Bond Insurer shall succeed to the rights and interests of the Owners to the extent of the amounts paid under the Credit Facility or as specified in respect of the applicable Bond Insurance Policy until such amount has been reimbursed and (b) upon presentation to the Registrar, such Bonds shall be registered in the name of the Credit Bank or its nominee or such Bond Insurer or its nominee, as appropriate.

ARTICLE IX

CONCERNING THE FIDUCIARIES

Section 901. Trustee; Appointment and Acceptance of Duties. The Trustee hereby accepts and agrees to the trusts hereby created, but only upon the additional terms set forth in this Article, to all of which the County agrees and the respective Owners of the Bonds, by their purchase and acceptance thereof, agree. Except during the continuance of an Event of Default, the Trustee undertakes such duties and only such duties as are specifically set forth in this Master Indenture.

Section 902. Registrar; Appointment and Acceptance of Duties. _____ is hereby appointed Registrar for the Bonds. The Trustee or any Paying Agent may be appointed a Registrar. The Registrar shall signify its acceptance of the duties and obligations imposed upon it by this Master Indenture by executing and delivering to the County and to the Trustee a written acceptance thereof.

Section 903. Responsibilities of Fiduciaries

(A) The recitals of fact herein and in the Bonds contained shall be taken as the statements of the County and no Fiduciary assumes any responsibility for the correctness of the same. No Fiduciary makes any representations as to the validity or sufficiency of this Master Indenture or of any Bonds issued hereunder or as to the security afforded by this Master Indenture, and no Fiduciary shall incur any liability in respect thereof. The Trustee shall, however, be responsible for any representation contained in its certificate on the Bonds. No Fiduciary shall be under any responsibility or duty with respect to the application of any moneys paid to the County or to any other Fiduciary. No Fiduciary shall be under any obligation or duty to perform any act which would involve it in expense or liability or to institute or defend any suit in respect hereof, or to advance any of its own moneys, unless properly indemnified. Subject to the provisions of paragraph (B) of this Section, no Fiduciary shall be liable in connection with the performance of its duties hereunder except for its own negligence or misconduct.

(B) In case an Event of Default has occurred and has not been remedied, the Trustee shall exercise such of the rights and powers vested in it by this Master Indenture, and shall use the same degree of care and skill in their exercise as a prudent person would exercise or use under the circumstances in the conduct of his or her own affairs. Any provision of this Master Indenture relating to action taken or to be taken by the Trustee or to evidence upon which the Trustee may rely shall be subject to the provisions of this Section.

Section 904. Evidence on Which Fiduciaries May Act.

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(A) Each Fiduciary shall be protected in acting upon any notice, resolution, request, consent, order, certificate, report, opinion (including Counsel's Opinion), bond or other paper or document furnished to it pursuant to and conforming to the requirements of this Master Indenture, and believed by it to be genuine and to have been signed or presented by the proper party or parties.

(B) Whenever any Fiduciary shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action under this Master Indenture, such matter (unless this Master Indenture specifically requires other evidence thereof) may be deemed to be conclusively proved and established by a certificate of an Authorized Officer, but in its discretion the Fiduciary may in lieu thereof accept other evidence of such fact or matter or may require such further or additional evidence as it may deem reasonable.

(C) Except as otherwise expressly provided in this Master Indenture, any request, order, notice or other direction required or permitted to be furnished by the County to any Fiduciary shall be sufficiently executed if signed by an Authorized Officer.

Section 905. Compensation. Unless otherwise determined by contract between the County and each Fiduciary, the County shall pay to each Fiduciary from time to time reasonable compensation determined by the County for all services rendered under this Master Indenture.

Section 906. Certain Permitted Acts. Any Fiduciary may become the Owner of any Bonds, with the same rights it would have if it were not a Fiduciary. To the extent permitted by law, any Fiduciary may act as depositary for, and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, any committee formed to protect the rights of Owners or to effect or aid in any reorganization growing out of the enforcement of the Bonds or this Master Indenture, whether or not any such committee shall represent the Owners of a majority in principal amount of the Bonds then Outstanding.

Section 907. Resignation of Trustee. The Trustee may at any time resign and be discharged of the duties and obligations imposed upon it by this Master Indenture by giving not less than 60 days' written notice to the County, all Owners of the Bonds, the Depositaries and the other Fiduciaries, and such resignation shall take effect upon the day specified in such notice but only if a successor shall have been appointed by the County or the Owners as provided in Section 910, in which event such resignation shall take effect immediately on the appointment of such successor whether or not the date specified for such resignation to take effect has arrived. If a successor Trustee shall not have been appointed within a period of 90 days following the giving of notice, then the Trustee shall be authorized to petition any court of competent jurisdiction to appoint a successor Trustee as provided in Section 910 hereof.

Section 908. Removal of Trustee. The Trustee may be removed at any time by an instrument in writing delivered to the Trustee and signed by the County; *provided however*, that if an Event of Default shall have occurred and be continuing, the Trustee may be so removed by the County only with the written concurrence of the Owners of a majority in principal amount of Bonds then Outstanding. The Trustee may be removed at any time by the Owners of a majority in principal amount of the Bonds then Outstanding, excluding any Bonds held by or for the account of the County, by an instrument or concurrent instruments in writing signed and duly acknowledged by such Owners or their attorneys-in-fact duly authorized, and delivered to the County. Copies of each such instrument shall be delivered by the County to each Fiduciary.

Section 909. Appointment of Successor Trustee.

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(A) In case at any time the Trustee shall resign or shall be removed or shall become incapable of acting, or shall be adjudged a bankrupt or insolvent, or if a receiver, liquidator or conservator of the Trustee, or of its property, shall be appointed, or if any public officer or court shall take charge or control of the Trustee, or of its property or affairs, the County shall appoint a successor Trustee. The County shall cause notice of any such appointment by it made to be mailed to all Owners of the Bonds.

(B) If no appointment of a Trustee shall be made by the County pursuant to the foregoing provisions of this Section 910, the Owner of any Bond Outstanding hereunder may apply to any court of competent jurisdiction to appoint a successor Trustee. Such court may thereupon, after such notice, if any, as such court may deem proper and prescribe, appoint a successor Trustee.

(C) Any Trustee appointed under the provisions of this Section in succession to the Trustee shall be a bank or trust company or national banking association, doing business and having its principal corporate trust office in the State, and having capital stock and surplus aggregating at least \$20,000,000, if there be such a bank or trust company or national banking association willing and able to accept the office on reasonable and customary terms and authorized by law to perform all the duties imposed upon it by this Master Indenture.

Section 910. Transfer of Rights and Property to Successor Trustee. Any successor Trustee appointed under this Master Indenture shall execute, acknowledge and deliver to its predecessor Trustee, and also to the County, an instrument accepting such appointment, and thereupon such successor Trustee, without any further act, deed or conveyance, shall become fully vested with all moneys, estates, properties, rights, powers, duties and obligations of such predecessor Trustee; but the predecessor Trustee shall nevertheless, on the written request of the County or of the successor Trustee, execute, acknowledge and deliver such instruments of conveyance and further assurances and do such other things as may reasonably be required for more fully and certainly vesting and confirming in such successor Trustee all its right, title and interest in and to any property held by it under this Master Indenture, and shall pay over, assign and deliver to the successor Trustee any money or other property subject to the trusts and conditions herein set forth. Should any deed, conveyance or instrument from the County be required by such successor Trustee for more fully and certainly vesting in and confirming to such successor Trustee any such moneys, estates, properties, rights, powers and duties, such deed, conveyance or instrument shall be executed, acknowledged and delivered by the County. Any such successor Trustee shall promptly notify the Paying Agents of its appointment as Trustee.

Section 911. Merger or Consolidation. Any company into which any Fiduciary may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which all or substantially all of the corporate trust business of any Fiduciary may be sold or transferred, shall be the successor to such Fiduciary and be bound to the obligations and duties of such Fiduciary hereunder without the execution or filing of any paper or the performance of any further act, unless such successor delivers written notice of its resignation pursuant to the provisions of this Article; *provided, however,* that such company shall be a bank or trust company organized under the laws of any state of the United States or a national banking association and shall be authorized by law to perform all the duties imposed upon it by this Master Indenture.

Section 912. Adoption of Authentication. In case any of the Bonds contemplated to be issued under this Master Indenture shall have been authenticated but not delivered, any successor Trustee may adopt the certificate of authentication of any predecessor Trustee so authenticating such Bonds and deliver such Bonds so authenticated; and in case any of the said Bonds shall not have been authenticated, any successor Trustee may authenticate such Bonds in the name of the predecessor Trustee or in its own name.

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Section 913. Resignation or Removal of Paying Agent and Appointment of Successor.

(A) Any Paying Agent may at any time resign and be discharged of the duties and obligations imposed upon it by this Master Indenture by giving at least 60 days' written notice to the County and the other Fiduciaries. Any Paying Agent may be removed at any time by an instrument signed by an Authorized Officer and filed with such Paying Agent and the Trustee. Any successor Paying Agent shall be appointed by the County and shall be a bank or trust company organized under the laws of any state of the United States or a national banking association, having capital stock and surplus aggregating at least \$20,000,000, willing and able to accept the office on reasonable and customary terms and authorized by law to perform all the duties imposed upon it by this Master Indenture.

(B) In the event of the resignation or removal of any Paying Agent, such Paying Agent shall pay over, assign and deliver any moneys held by it as Paying Agent to its successor, or if there be no successor, to the Trustee and shall be subject to audit of all of its books, records and accounts with respect to the Bonds. In the event that for any reason there shall be a vacancy in the office of any Paying Agent, the Trustee shall act as such Paying Agent.

Section 914. Resignation or Removal of Registrar and Appointment of Successor

(A) Any Registrar may at any time resign and be discharged of the duties and obligations imposed upon it by this Master Indenture by giving at least 60 days' written notice to the County and the other Fiduciaries. Any Registrar may be removed at any time by an instrument signed by an Authorized Officer and filed with such Registrar and the Trustee. Any successor Registrar shall be appointed by the County and shall be a bank, trust company or national banking association doing business and having an office in the State or in the Borough of Manhattan, in the County and State of New York, if there be such a bank, trust company or national banking association willing and able to accept the office on reasonable and customary terms and authorized by law to perform all the duties imposed upon it by this Master Indenture.

(B) In the event of the resignation or removal of any Registrar, such Registrar shall deliver all books, records and other property including the bond register of the County to its successor, or if there be no successor, to the Trustee. In the event that for any reason there shall be a vacancy in the office of any Registrar, the Trustee shall act as such Registrar.

Section 915. Trustee Not Deemed to Have Notice of Default. The Trustee shall not be deemed to have notice of any default hereunder except a default under Section 801(1), (2) or (4) hereof or the failure of the County to file with the Trustee any document required by this Master Indenture unless any officer in its corporate trust office shall have actual knowledge thereof or the Trustee shall be specifically notified in writing of such default by the County or by the Owners of not less than a majority in principal amount of the Bonds Outstanding; and all notices or other instruments required by this Master Indenture to be delivered to the Trustee must, in order to be effective, be delivered at the corporate trust office of the Trustee.

Section 916. Quarterly Report by Trustee and Depositaries. Within seven days after the end of each calendar quarter, the Trustee, any Paying Agent and each Depositary shall prepare a written report for each Fund, Account and Sub-Account held by it pursuant to the provisions of this Master Indenture. Such report shall set out the receipts and disbursements, both principal and income, and shall list the Investment Securities held by the Trustee and each Depositary at the end of the quarter. A copy of each such report shall be furnished to the County and any persons designated by the County.

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In addition, the Trustee, any Paying Agent and each Depositary shall, at any time when requested, including, without limitation, any request at the time of the resignation of the Trustee, any Paying Agent or any Depositary, furnish to the County and any persons designated by the County a report of the amount of moneys, including Investment Securities, held in each Fund, Account or Sub-Account by the Trustee and each Depositary. For purposes of this certification, the Investment Securities in each such Fund, Account and Sub-Account shall be treated as having a value equal to their aggregate market value as of the date of the request.

Section 917. Notice to Bond Insurer. With respect to a Series of Bonds for which Bond Insurance is obtained, the County shall cause written notice of the resignation or removal of any Trustee, Paying Agent or Registrar and the appointment of any successor thereto to be given to the Bond Insurer of such Series of Bonds.

ARTICLE X

SUPPLEMENTAL INDENTURES

Section 1001. Supplemental Indentures Not Requiring Consent of Owners. The County and the Trustee may without the consent of, or notice to, any of the Owners, enter into a Supplemental Indenture or Supplemental Indentures as shall not be inconsistent with the terms and provisions hereof for any one or more of the following purposes:

- (1) to authorize Additional Bonds and Refunding Bonds and to specify, determine or authorize any matters and things concerning any such Bonds which are not contrary to or inconsistent with this Master Indenture;
- (2) to close this Master Indenture against, or impose additional limitations or restrictions on, the issuance of Bonds, or of other notes, bonds, obligations or evidences of indebtedness;
- (3) to impose additional covenants or agreements to be observed by the County;
- (4) to impose other limitations or restrictions upon the County;
- (5) to surrender any right, power or privilege reserved to or conferred upon the County by this Master Indenture;
- (6) to confirm, as further assurance, any pledge of or lien upon the Pledged Sales Tax Revenues or any other moneys, securities or funds; *provided, however,* that no Supplemental Indenture authorized by this paragraph (6) shall become effective until each Rating Agency shall have delivered written confirmation to the Trustee that the execution and delivery of such Supplemental Indenture will not in and of itself cause a reduction or a withdrawal of its rating for any Bonds then in effect;
- (7) to amend the definition of Project for which Bonds may be issued;
- (8) to accommodate the use of Bond Insurance of a Credit Facility for specific Bonds or a specific Series of Bonds;
- (9) to authorize the issuance of Junior Lien Obligations and in connection therewith, specify and determine any matters and things relative thereto which are not contrary to or inconsistent with this Master Indenture as then in effect;

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- (10) to cure any ambiguity, omission or defect in this Master Indenture;
- (11) to provide for the appointment of a successor securities depository in the event any Series of Bonds is held in book-entry only form;
- (12) to provide for the appointment of any successor Fiduciary;
- (13) to comply with the requirements of the Code as are necessary, in the Opinion of Bond Counsel, to prevent the federal income taxation of the interest on any of the Bonds; and
- (14) to make any other change which, in the judgment of the Trustee, is not to the prejudice of the Trustee or the Owners.

Section 1002. Supplemental Indentures Effective upon Consent of Owners. Any Supplemental Indenture not effective in accordance with Section 1001 shall take effect only if permitted and approved and in the manner prescribed by Article XI.

Section 1003. Filing of Counsel's Opinion. Each Supplemental Indenture described in Section 1001 shall be accompanied, when filed with the Trustee, by a Counsel's Opinion to the effect that such Supplemental Indenture has been duly authorized by the County in accordance with the provisions of this Master Indenture, is authorized or permitted by this Master Indenture and, when executed and delivered, will be valid and binding upon the County, the Owners and the Trustee.

ARTICLE XI

AMENDMENTS

Section 1101. Mailing. Any provision in this Article for the mailing of a notice or other information to Owners shall be fully complied with if it is mailed by first class mail, postage prepaid or delivered only to each Owner of Bonds then Outstanding at its address, if any, appearing upon the registration books of the County kept by the Registrar.

Section 1102. Powers of Amendment. Except for Supplemental Indentures described in Section 1001, any modification or amendment of this Master Indenture and of the rights and obligations of the County and of the Owners of the Bonds hereunder, in any particular, may be made by a Supplemental Indenture with the written consent given as provided in Section 1103 hereof (i) of the Owners of at least a majority in principal amount of the Bonds Outstanding at the time such consent is given, and (ii) in case less than all of the several Series of Bonds then outstanding are affected by the modification or amendment, of the Owners of at least a majority in principal amount of the Bonds of each Series so affected and Outstanding at the time such consent is given; *provided, however,* that if such modification or amendment will, by its terms, not take effect so long as any Bonds of any specified like Series and maturity remain Outstanding, the consent of the Owners of such Bonds shall not be required and such Bonds shall not be deemed to be Outstanding for the purpose of any calculation of Outstanding Bonds under this Section. No such modification or amendment shall permit a change in the terms of redemption or maturity of the principal of any Outstanding Bonds, or of any installment of interest thereon or a reduction in the principal amount or the Redemption Price thereof or in the rate of interest thereon without the consent of the Owner of such Bond, or shall reduce the percentages or otherwise affect the classes of Bonds the consent of the Owners of which is required to effect any such modification or amendment, or shall change or modify any of the rights or obligations of any Fiduciary without its written assent thereto. For the purposes of this Section, a Series shall be deemed to be affected by a modification or amendment of this Master Indenture if the same adversely affects or diminishes the rights of the

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Owners of Bonds of such Series. The Trustee may in its discretion determine whether or not the rights of the Owners of Bonds of any particular Series or maturity would be adversely affected or diminished by any such modification or amendment, and its determination shall be binding and conclusive on the County and all Owners of the Bonds.

Consent of Owners. The County may at any time authorize the execution and delivery of a Supplemental Indenture making a modification or amendment permitted by the provisions of Section 1102, to take effect when and as provided in this Section. Upon the authorization of such Supplemental Indenture, a copy thereof shall be delivered to and held by the Trustee for the inspection of the Owners. A copy of such Supplemental Indenture (or summary thereof or reference thereto in form approved by the Trustee) together with a request to Owners for their consent thereto in form satisfactory to the Trustee, shall be mailed to the Owners, but failure to mail such copy and request shall not affect the validity of such Supplemental Indenture when consented to as in this Section provided. Such Supplemental Indenture shall not be effective unless and until, and shall take effect in accordance with its terms when (a) there shall have been filed with the Trustee (i) the written consents of the Owners of the required principal amount of Outstanding Bonds, and (ii) a Counsel's Opinion stating that the execution and delivery of such Supplemental Indenture has been duly authorized by the County in accordance with the provisions of this Master Indenture, is authorized or permitted by this Master Indenture and, when effective, will be valid and binding upon the County, the Owners and the Trustee, and (b) a notice shall have been mailed as hereinafter in this Section provided. A certificate or certificates by the Trustee delivered to the County that consents have been given by the Owners of the Bonds described in such certificate or certificates of the Trustee shall be conclusive. Any such consent shall be binding upon the Owner of the Bonds giving such consent and upon any subsequent Owner of such Bonds and of any Bonds issued in exchange therefor whether or not such subsequent Owner has notice thereof; *provided, however,* that any consent may be revoked by any Owner of such Bonds by filing with the Trustee, prior to the time when the Trustee's written statement hereafter in this Section referred to is filed, a written revocation, with proof that such Bonds are held by the signer of such revocation. The fact that a consent has not been revoked may be proved by a certificate of the Trustee to the effect that no revocation thereof is on file with it. Any consent, or revocation thereof, may be delivered or filed prior to any mailing or publication required by this Article and shall not be deemed ineffective by reason of such prior delivery or filing. Within 30 days of any date on which the consents on file with the Trustee and not theretofore revoked shall be sufficient under this Section, the Trustee shall make and deliver to the County a written statement that the consents of the Owners of the required principal amount of Outstanding Bonds have been filed with the Trustee. Such written statement shall be conclusive that such consents have been so filed. Any time thereafter notice, stating in substance that the Supplemental Indenture has been consented to by the Owners of the required principal amount of Outstanding Bonds and will be effective as provided in this Section, shall be given by mailing to the Owners (but failure to mail such notice or any defect therein shall not prevent such Supplemental Indenture from becoming effective and binding). The Trustee shall deliver to the County proof of the mailing of such notice. A record, consisting of the information required or permitted by this Section to be delivered by or to the Trustee, shall be proof of the matters therein stated.

Section 1103. Modifications by Unanimous Action. The Indenture and the rights and obligations of the County and of the Owners of the Bonds thereunder may be modified or amended in any respect by a Supplemental Indenture effecting such modification or amendment and with the consents of the Owners of all the Bonds then Outstanding, each such consent to be accompanied by proof of the holding at the date of such consent of the Bonds with respect to which such consent is given. Such Supplemental Indenture shall take effect upon the filing (a) with the Trustee of (i) a copy thereof, (ii) such consents and accompanying proofs and (iii) the Counsel's Opinion referred to in Section 1103 and (b) with the County of the Trustee's written statement that the consents of the Owners of all Outstanding Bonds have been filed with it. No mailing or publication of any Supplemental Indenture (or reference

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thereto or summary thereof) or of any request or notice shall be required. No such modification or amendment, however, shall change or modify any of the rights or obligations of any Fiduciary without its written assent thereto.

Section 1104. Exclusion of Bonds. Bonds owned or held by or for the account of the County shall not be deemed Outstanding and shall be excluded for the purpose of any calculation required by this Article. At the time of any consent or other action taken under this Article, the County shall furnish the Trustee a certificate of an Authorized Officer, upon which the Trustee may rely, identifying all Bonds so to be excluded.

Section 1105. Notation on Bonds. Bonds authenticated and delivered after the effective date of any action taken as in Article X or this Article provided may, and if the Trustee so determines shall, bear a notation by endorsement or otherwise in form approved by the County and the Trustee as to such action, and upon demand of the Owner of any Bond Outstanding at such effective date and presentation of its Bond to the Trustee, suitable notation shall be made on such Bond by the Trustee as to any such action. If the County or the Trustee shall so determine, new Bonds so modified which, in the opinion of the Trustee and the County, conform to such action may be prepared, authenticated and delivered, and upon demand of the Owner of any Bond then Outstanding shall be exchanged, without cost to such Owner, for such Bond then Outstanding.

ARTICLE XII

MISCELLANEOUS

Section 1201. Defeasance.

(A) If the County shall pay or cause to be paid or there shall otherwise be paid to the Owners of all Bonds the principal or Redemption Price, if applicable, and interest due or to become due thereon, at the times and in the manner stipulated therein and in this Master Indenture, then the pledge of any Pledged Sales Tax Revenues and other moneys and securities pledged under this Master Indenture and all covenants, agreements and other obligations of the County to the Owners shall thereupon be discharged and satisfied. In such event, the Trustee, upon request of the County, shall provide an accounting of the assets managed by the Trustee to be prepared and filed with the County for any year or part thereof requested, and shall execute and deliver to the County all such instruments as may be desirable to evidence such discharge and satisfaction, and the Fiduciaries shall pay over or deliver to the County all moneys and securities held by them pursuant to this Master Indenture which are not required for the payment of Bonds not previously surrendered for such payment or redemption. If the County shall pay or cause to be paid, or there shall otherwise be paid, to the Owners of all Outstanding Bonds of a particular Series, maturity within a Series or portion of any maturity within a Series (which portion shall be selected by lot by the Trustee in the manner provided in Section 404 hereof for the selection of Bonds to be redeemed in part), the principal or Redemption Price, if applicable, thereof and interest due or to become due thereon, at the times and in the manner stipulated therein and in this Master Indenture, such Bonds shall cease to be entitled to any lien, benefit or security under this Master Indenture, and all covenants, agreements and obligations of the County to the Owners of such Bonds and to the Trustee shall thereupon be discharged and satisfied.

(B) Bonds or interest installments for the payment or redemption of which moneys shall have been set aside and held in trust by the Escrow Agent at or prior to their maturity or redemption date shall be deemed to have been paid within the meaning of and with the effect expressed in this Section 1201 if the County shall have delivered to or deposited with the Escrow Agent (a) irrevocable instructions to pay

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or redeem all of said Bonds in specified amounts no less than the respective amounts of, and on specified dates no later than the respective due dates of, their principal, (b) irrevocable instructions to publish or mail the required notice of redemption of any Bonds so to be redeemed, (c) either moneys in an amount which shall be sufficient, or Defeasance Obligations the principal of and the interest on which when due will provide moneys which, together with the moneys, if any, deposited with the Trustee at the same time, shall be sufficient, to pay when due the principal or Redemption Price, if applicable, and interest due and to become due on said Bonds on and prior to each specified redemption date or maturity date thereof, as the case may be, and (d) if any of said Bonds are not to be redeemed within the next succeeding 60 days, irrevocable instructions to mail to all Owners of said Bonds a notice that such deposit has been made with the Trustee and that said Bonds are deemed to have been paid in accordance with this Section and stating the maturity or redemption date upon which moneys are to be available for the payment of the principal or Redemption Price, if applicable, of said Bonds. The Defeasance Obligations and moneys deposited with the Trustee pursuant to this Section shall be held in trust for the payment of the principal or Redemption Price, if applicable, and interest on said Bonds. No payments of principal of any such Defeasance Obligations or interest thereon shall be withdrawn or used for any purpose other than the payment of such principal or Redemption Price of, or interest on, said Bonds unless after such withdrawal the amount held by the Trustee and interest to accrue on Defeasance Obligations so held shall be sufficient to provide fully for the payment of the principal of or Redemption Price and interest on such Bonds, at maturity or upon redemption, as the case may be.

(C) Amounts deposited with the Trustee for the payment of the principal of and interest on any Bonds deemed to be paid pursuant to this Section 1201, if so directed by the County, shall be applied by the Trustee to the purchase of such Bonds in accordance with this subsection. Bonds for which a redemption date has been established may be purchased on or prior to the forty-fifth (45th) day preceding the redemption date. The principal amount of Bonds to be redeemed shall be reduced by the principal amount of Bonds so purchased. Bonds which mature on a single future date may be purchased at any time prior to the maturity date. All such purchases shall be made at prices not exceeding the applicable principal amount or Redemption Price established pursuant to paragraph (B) of this Section 1201, plus accrued interest, and such purchases shall be made in such manner as the Trustee shall determine. No purchase shall be made by the Trustee pursuant to this subsection if such purchase would result in the Trustee holding less than the moneys and Defeasance Obligations required to be held for the payment of all other Bonds deemed to be paid pursuant to this Section 1201.

(D) The County may purchase with any available funds any Bonds deemed to be paid pursuant to this Section 1201 in accordance with this subsection. Bonds for which a redemption date has been established may be purchased by the County on or prior to the forty-fifth (45th) day preceding the redemption date. On or prior to the forty-fifth (45th) day preceding the redemption date the County shall give notice to the Trustee of its intention to surrender such Bonds on the redemption date. The Trustee shall proceed to call for redemption the remainder of the Bonds due on the redemption date and shall pay to the County on the redemption date the Redemption Price of and interest on such Bonds upon surrender of such Bonds to the Trustee. Bonds which mature on a single future date may be purchased at any time prior to the maturity date. The Trustee shall pay to the County the principal amount of and interest on such Bonds upon surrender of such Bonds on the maturity date.

(E) Any time after any Bonds are deemed to be paid pursuant to this Section 1201, the County shall not at any time permit any of the proceeds of the Bonds or any other funds of the County to be used directly or indirectly to acquire any securities or obligations the acquisition of which would cause any Bond to be an "arbitrage bond" as defined in the Code and Regulations.

(F) Each Fiduciary shall continue to be entitled to reasonable compensation for all services rendered under this Master Indenture, notwithstanding that any Bonds are deemed to be paid pursuant to this Section 1201.

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(G) Anything in this Master Indenture to the contrary notwithstanding, any moneys held by a Fiduciary in trust for the payment and discharge of any of the Bonds which remain unclaimed for two years after the date when such Bonds have become due and payable, either at their stated maturity dates or by call for earlier redemption, if such moneys were held by the Fiduciary at such date, or for two years after the date of deposit of such moneys if deposited with the Fiduciary after the said date when such Bonds become due and payable, shall, at the written request of the County, be repaid by the Fiduciary to the County, as its absolute property and free from trust, and the Fiduciary shall thereupon be released and discharged with respect thereto and the Owners of such Bonds shall look only to the County for the payment of such Bonds.

Section 1202. Evidence of Signatures of Owners and Ownership of Bonds.

(A) Any request, consent, revocation of consent or other instrument which this Master Indenture may require or permit to be signed and executed by the Owners may be in one or more instruments of similar tenor, and shall be signed or executed by such Owners in person or by their attorneys appointed in writing. Proof of (i) the execution of any such instrument, or of an instrument appointing any such attorney, or (ii) the holding by any Person of the Bonds shall be sufficient for any purpose of this Master Indenture (except as otherwise herein expressly provided) if made in the following manner, or in any other manner satisfactory to the Trustee, which may nevertheless in its discretion require further or other proof in cases where it deems the same desirable:

- (1) The fact and date of the execution by any Owner or its attorney of such instruments may be proved by a guarantee of the signature thereon by a bank, national banking association or trust company or by the certificate of any notary public or other officer authorized to take acknowledgments of deeds, that the Person signing such request or other instruments acknowledged to that Person the execution thereof, or by an affidavit of witness of such execution, duly sworn to before such notary public or other officer. Where such execution is by an officer of a corporation or association or a member of a partnership, on behalf of such corporation, association or partnership, such signature guarantee, certificate or affidavit shall also constitute sufficient proof of authority.
- (2) The ownership of Bonds and the amount, numbers and other identification and date of holding the same shall be proved by the registration book maintained by the Registrar.

(B) Any request or consent by the Owner of any Bond shall bind all future Owners of such Bond in respect of anything done or suffered to be done by the County or any Fiduciary in accordance therewith.

Section 1203. Moneys Held for Particular Bonds. The amounts held by any Fiduciary for the payment of interest, principal or Redemption Price due on any date with respect to particular Bonds shall, on and after such date and pending such payment, be set aside on its books and held in trust by it for the Owners of the Bonds entitled thereto.

Section 1204. Preservation and Inspection of Documents. All documents received by any Fiduciary under the provisions of this Master Indenture, shall be retained in its possession and shall be subject at all reasonable times to the inspection of the County, any other Fiduciary, and any Owner and their agents and their representatives, any of whom may make copies thereof.

Section 1205. Cancellation and Destruction of Bonds. All Bonds paid or redeemed, either at or before maturity, and all mutilated Bonds surrendered pursuant to Section 307, shall be delivered to the Trustee when such payment or redemption is made or upon surrender, as the case may be, and such

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Bonds, together with all Bonds purchased by the Trustee, shall thereupon be promptly cancelled. Bonds so cancelled may at any time be destroyed by the Trustee, who shall execute a certificate of destruction in duplicate by the signature of one of its authorized officers describing the Bonds so destroyed, and one executed certificate shall be delivered to the County and the other retained by the Trustee.

Section 1206. Parties Interested Herein. Nothing in this Master Indenture expressed or implied is intended or shall be construed to confer upon, or to give to, any Person, other than the County, the Fiduciaries and the Owners of the Bonds, any right, remedy or claim under or by reason of this Master Indenture or any covenant, condition or stipulation thereof; and all the covenants, stipulations, promises and agreements in this Master Indenture contained by and on behalf of the County shall be for the sole and exclusive benefit of the County, the Fiduciaries and the Owners of the Bonds.

Section 1207. No Recourse on the Bonds.

(A) No recourse shall be had for the payment of the principal or Redemption Price of or interest on the Bonds or for any claim based thereon or on this Master Indenture against any past, present or future member, director, officer, employee or agent of the County, or any successor, public body or any person executing the Bonds, either directly or through the County, under any rule of law or equity, statute or constitution or otherwise, and all such liability of any such officers, directors, members, employees or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of this Master Indenture and the issuance of the Bonds.

(B) No officer, director, agent or employee of the County shall be individually or personally liable for the payment of the principal or Redemption Price of or interest on the Bonds; but nothing herein contained shall relieve any such officer, director, agent or employee from the performance of any official duty provided by law.

(C) All covenants, stipulations, obligations and agreements of the County contained in this Master Indenture shall be deemed to be covenants, stipulations, obligations and agreements of the County to the full extent authorized and permitted by the Constitution and laws of the State, and no covenants, stipulations, obligations or agreements contained herein shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future officer, director, agent or employee of the County in his or her individual capacity, and no officer executing the Bonds shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issue thereof. No officer, director, agent or employee of the County shall incur any personal liability in acting or proceeding or in not acting or not proceeding in accordance with the terms of this Master Indenture.

Section 1208. Successors and Assigns. Whenever in this Master Indenture the County is named or referred to, it shall be deemed to include its successors and assigns and all the covenants and agreements in this Master Indenture contained by or on behalf of the County shall bind and inure to the benefit of its successors and assigns whether so expressed or not.

Section 1209. Severability of Invalid Provisions. If any one or more of the covenants or agreements provided in this Master Indenture on the part of the County or any Fiduciary to be performed should be contrary to law, then such covenant or covenants or agreement or agreements shall be deemed severable from the remaining covenants and agreements, and shall in no way affect the validity of the other provisions of this Master Indenture.

Section 1210. Notices. Any notice, demand, direction, request or other instruments authorized or required by this Master Indenture to be given to, delivered to or filed with the County or the Trustee

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shall be deemed to have been sufficiently given, delivered or filed for all purposes of the Indenture if and when sent by registered mail, return receipt requested:

To the County, if addressed to: County of Cook, Illinois
118 North Clark Street, Room 1127
Chicago, Illinois 60602
Attention: Chief Financial Officer

or at such other address as may be subsequently designated in writing by the County to the Trustee; and

To the Trustee, if addressed to: _____

Attention: _____

or at such other address as may be subsequently designated in writing by the Trustee to the County.

Section 1211. Construction. The Indenture and all Supplemental Indentures shall be construed in accordance with the provisions of Illinois law without reference to its conflict of law principles.

Section 1212. Headings Not a Part of This Master Indenture. Any headings preceding the texts of the several Articles and Sections hereof, and any Table of Contents appended to copies hereof, are solely for convenience of reference and do not constitute a part of this Master Indenture, nor do they affect its meaning, construction or effect.

Section 1213. Multiple Counterparts. The Indenture may be executed in multiple counterparts, each of which shall be regarded for all purposes as an original; and such counterparts shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the County of Cook, Illinois has caused this Master Indenture to be executed in its name and its behalf by its Chief Financial Officer and _____ of _____ has caused this Master Indenture to be executed in its behalf by its [Vice President] and its corporate seal to be impressed hereon and attested by its Trust Officer, all as of the day and year first above written.

EXHIBIT C

This FIRST SUPPLEMENTAL TRUST INDENTURE dated as of August 1, 2012 (the “*First Supplemental Indenture*”), by and between the County of Cook, Illinois, a county and home rule unit of local government organized and existing under the laws of the State of Illinois (the “*County*”), and _____, a _____ duly organized, existing and authorized to accept and execute trusts of the character herein set out under and by virtue of the laws of the United States of America, with its principal corporate trust office located in _____, _____ as Trustee (the “*Trustee*”).

WITNESSETH

WHEREAS, by virtue of Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois (the "State"), the County is a home rule unit of local government and as such may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the County deems it to be in the best interests of the inhabitants of the County and necessary for the welfare of the government and affairs of the County to finance surface transportation

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and highway improvements, including, but not limited to, arterial street and highway construction and resurfacing, bridge and other structural improvements and repairs, traffic signal modernization, new traffic signal installation and median construction (collectively, the “*Series 2012 Project*”), which Series 2012 Project qualifies as a “Project” (as defined in the Master Indenture); and

WHEREAS, pursuant to an ordinance duly adopted by the County Commissioners on [July 24], 2012, the County has duly authorized the issuance of its \$ _____ aggregate principal amount Sales Tax Revenue Bonds, Series 2012 (the “*Series 2012 Bonds*”), for the purposes of financing the Series 2012 Project and paying the expenses of issuing the Series 2012 Bonds; and

WHEREAS, the Series 2012 Bonds are to be issued under the Master Indenture and this First Supplemental Indenture (hereinafter sometimes collectively referred to as the “Indenture”); and

WHEREAS, the Series 2012 Bonds will be secured by a pledge of the Pledged Sales Tax Revenues (as defined in the Master Indenture); and

WHEREAS, all things necessary: (i) to make the Series 2012 Bonds, when authenticated by the Trustee and issued as provided in the Master Indenture and this First Supplemental Indenture, the valid, binding and legal obligations of the County according to the import thereof, and (ii) to constitute the Master Indenture, as supplemented by this First Supplemental Indenture, a valid pledge of and grant of a lien on the Pledged Sales Tax Revenues to secure the payment of the principal of, premium, if any, and interest on the Series 2012 Bonds, have been done and performed, in due form and time, as required by law; and

WHEREAS, the execution and delivery of this First Supplemental Indenture and the execution and issuance of the Series 2012 Bonds, subject to the terms of the Indenture, have in all respects been duly authorized.

GRANTING CLAUSES

NOW, THEREFORE, THIS TRUST INDENTURE WITNESSETH:

That in order to secure the payment of the principal of, premium, if any, and interest on the Series 2012 Bonds issued hereunder, according to the import thereof, and the performance and observance of each and every covenant and condition herein, in the Master Indenture and in the Series 2012 Bonds contained, and for and in consideration of the premises and of the acceptance by the Trustee of the trusts hereby created, and the purchase and acceptance of the Series 2012 Bonds by the respective Owners (as hereinafter defined) thereof, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, and for the purpose of fixing and declaring the terms and conditions upon which the Series 2012 Bonds shall be issued, authenticated, delivered, secured and accepted by all persons who shall from time to time be or become Owners thereof, the County does hereby pledge and grant a lien upon the Trust Estate defined in and established under the Master Indenture to the Trustee and its successors in trust and assigns, all to the extent provided in the Indenture.

BUT IN TRUST NEVERTHELESS, for the equal and proportionate benefit and security of the Series 2012 Bonds issued hereunder and all Bonds (as defined in the Master Indenture) issued under and secured by the Indenture, without preference, priority or distinction as to participation in the lien, benefit and protection hereof of any one Bond over any other or from the others by reason of priority in the issue or negotiation thereof or by reason of the date or dates of maturity thereof, or for any other reason whatsoever (except as expressly provided in the Indenture), so that each and all of such Bonds shall have the same right, lien and privilege under the Indenture and shall be equally secured thereby, with the same

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effect as if the same had all been made, issued and negotiated upon the delivery hereof (all except as expressly provided in the Indenture, as aforesaid).

PROVIDED FURTHER, HOWEVER, that these presents are upon the condition that, if the County, or its successors, shall well and truly pay or cause to be paid, or provide for the payment of all principal, premium, if any, and interest on the Series 2012 Bonds due or to become due thereon, at the times and in the manner stipulated therein and herein, then this First Supplemental Indenture and the rights hereby granted with respect to the Series 2012 Bonds shall cease, terminate and be void, but shall otherwise be and remain in full force.

AND IT IS HEREBY COVENANTED AND AGREED by and among the County, the Trustee and the Owners from time to time of the Series 2012 Bonds, that the terms and conditions upon which the Series 2012 Bonds are to be issued, authenticated, delivered, secured and accepted by all Persons who shall from time to time be or become the Owners thereof, and the trusts and conditions upon which the moneys and securities hereby pledged are to be held and disposed of, which trusts and conditions the Trustee hereby accepts, are as follows:

ARTICLE XIII **DEFINITIONS**

Section 1301. Definitions.. The following terms shall, for all purposes of this First Supplemental Indenture, have the following meanings unless a different meaning clearly appears from the context:

“*Indenture*” means the Master Indenture, as from time to time amended and supplemented, and particularly as supplemented by the First Supplemental Indenture.

“*Master Indenture*” means the Master Trust Indenture, dated as of [August] 1, 2012, by and between the County and the Trustee, authorizing the issuance of Sales Tax Revenue Bonds of the County.

“*Series 2012 Bond Insurance Policy*” means the municipal bond new issue insurance policy issued by the Series 2012 Bond Insurer that guarantees the scheduled payment of principal of and interest on the Series 2012 Bonds when due.]

“*Series 2012 Bonds*” means the Sales Tax Revenue Bonds, Series 2012, of the County, authorized by Section 201 hereof.

“*Series 2012 Bond Insurer*” _____ and its successors and assigns, and any surviving, resulting or transferee corporation, or any successor thereto.

“*Series 2012 Costs of Issuance Account*” means the account by that name created in Section 401 hereof.

“*Series 2012 Project*” shall have the meaning assigned to such term in the preambles to this Indenture.

“*Series 2012 Project Account*” means the account established under Section 401 hereof

Unless otherwise specifically provided in this First Supplemental Indenture, all terms defined in Article I of the Master Indenture shall have the same meaning in this First Supplemental Indenture as if expressly defined herein.

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Section 1302. Miscellaneous Definitions. As used herein, and unless the context shall otherwise indicate, all words and terms shall include the plural as well as the singular number.

As used herein, the terms "herein," "hereunder," "hereby," "hereto," "hereof" and any similar terms refer to this First Supplemental Indenture.

Unless the context shall otherwise indicate, references herein to articles, sections, subsections, clauses, paragraphs and other subdivisions refer to the designated articles, sections, subsections, clauses, paragraphs and other subdivisions of this First Supplemental Indenture as originally executed. All words and terms importing the masculine gender shall, where the context requires, import the feminine gender and vice versa.

ARTICLE XIV **AUTHORIZATION AND ISSUANCE OF SERIES 2012 BONDS**

Section 1401. Authorization of Series 2012 Bonds.

(A) The total principal amount of Series 2012 Bonds that may be issued under this First Supplemental Indenture is expressly limited to _____ Dollars (\$_____) to finance the Series 2012 Project and pay costs in connection with the issuance of the Series 2012 Bonds. Such series of Bonds shall be designated as, and shall be distinguished from the Bonds of all other Series, by the title "Sales Tax Revenue Bonds, Series 2012."

(B) The Series 2012 Bonds shall be in fully registered form and shall be initially dated the date of issuance thereof. Series 2012 Bonds authenticated and delivered after _____, 20____ shall be dated the [_____] or [_____] preceding the date of their authentication and delivery to which interest has been paid or duly provided for, except Series 2012 Bonds authenticated and delivered on a [_____] or [_____] to which interest has been paid or duly provided shall be dated on a [_____] or [_____].

(C) All Series 2012 Bonds shall bear interest payable on each Interest Payment Date, computed on the basis of a 360-day year consisting of twelve 30-day months.

(D) The Series 2012 Bonds shall mature on November 15 of each of the years and in the principal amounts and shall bear interest at the respective rates per annum set forth below:

YEAR	PRINCIPAL AMOUNT	INTEREST RATE
------	---------------------	------------------

(E) The Series 2012 Bonds shall be in Authorized Denominations (but no single Series 2012 Bond shall represent principal maturing on more than one date) and shall be numbered consecutively but need not be authenticated or delivered in consecutive order. The Series 2012 Bonds and the Trustee's Certificate of Authentication shall be in substantially the form set forth in Exhibit A attached hereto and by reference made a part hereof with such variations, omissions or insertions as are required or permitted by this First Supplemental Indenture.

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(F) The Principal and Redemption Price of the Series 2012 Bonds shall be payable at the designated corporate trust offices of the Trustee, in Chicago, Illinois, as Paying Agent, and at such offices of any co-Paying Agent or successor Paying Agent or Paying Agents for the Series 2012 Bonds appointed pursuant to the Indenture. The payment of interest on the Series 2012 Bonds shall be made on each Interest Payment Date to the Owners of the Series 2012 Bonds by check or draft mailed on the applicable Interest Payment Date to each Owner as such Owner appears on the Bond Register maintained by the Registrar as of the close of business on the Record Date, at his address as it appears on the Bond Register. Any Owner of any of the Series 2012 Bonds in an aggregate principal amount of at least \$1,000,000 shall be entitled to have interest paid by wire transfer to such Owner to the bank account number on file with the Trustee and Paying Agent, upon requesting the same in a writing received by the Trustee and Paying Agent at least fifteen (15) days prior to the relevant Interest Payment Date, which writing shall specify the bank, which shall be a bank within the continental United States, and bank account number to which interest payments are to be wired. Any such request for interest payments by wire transfer shall remain in effect until rescinded or changed, in a writing delivered by the Owner to the Trustee and Paying Agent, and any such rescission or change of wire transfer instructions must be received by the Trustee and Paying Agent at least fifteen (15) days prior to the relevant Interest Payment Date. To the extent not otherwise expressly provided in this Section 201, the Series 2012 Bonds shall be subject to the general terms and provisions set forth in Article III of the Master Indenture.

(G) The net proceeds, [including accrued interest], of the Series 2012 Bonds upon receipt shall be deposited as follows:

(i) [\$ _____ shall be deposited into the Interest Sub-Account and applied pursuant to Section 504(B)(1) of the Master Indenture;]

(ii) \$ _____ shall be deposited into the Series 2012 Project Account and applied pursuant to Section 503(B) of the Master Indenture; and

(iii) \$ _____ shall be applied by the Chief Financial Officer to the payment of the costs of issuance of the Series 2012 Bonds, [including payment of the premium for the Series 2012 Bond Insurance Policy] and any such amounts not so applied on the date of issuance of the Series 2012 Bonds shall be deposited by the County in the Series 2012 Costs of Issuance Account and applied pursuant to Section 402(A) hereof.

Section 1402. Authentication of Series 2012 Bonds. The Series 2012 Bonds shall be authenticated as set forth in the Master Indenture. The Series 2012 Bonds shall be issued only as one fully registered bond per maturity and deposited with The Depository Trust Company, New York, New York ("DTC"), who is responsible for establishing and maintaining records of ownership for its participants. In the event DTC, any successor of DTC or the County elects to discontinue the book-entry only system, the Trustee shall deliver bond certificates in accordance with the instructions from DTC or its successor and after such time Series 2012 Bonds may be exchanged for an equal aggregate principal amount of the Series 2012 Bonds in other Authorized Denominations and of the same maturity upon surrender thereof at the corporate trust office of the Trustee.

ARTICLE XV **REDEMPTION OF BONDS**

Section 1501. Mandatory Sinking Fund and Optional Redemption of Series 2012 Bonds

(A) Mandatory Sinking Fund Redemption.

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The Series 2012 Bonds maturing on November 15, 20__ are subject to redemption prior to maturity at a Redemption Price equal to the principal amount thereof, by application by the Trustee of funds on deposit to the credit of the Principal Sub-Account. Deposits to be applied to Sinking Fund Installments shall be made during each Fiscal Year into the Principal Sub-Account in amounts which will make possible the retirement, by purchase during the Fiscal Year or by redemption on the first day of the following Fiscal Year, of Series 2012 Bonds maturing on said date in the aggregate principal amounts set forth in the following table opposite each such following Fiscal Year, as adjusted pursuant to Section 505 of the Master Indenture:

SERIES 2012 BONDS DUE _____, 20__

REDEMPTION DATE (_____)	FISCAL YEAR OF DEPOSITS	AMOUNT
----------------------------	----------------------------	--------

(B) Optional Redemption.

The Series 2012 Bonds maturing on and after November 15, 20__ are subject to redemption at the election or direction of the County prior to maturity in whole or in part in any order of maturity designated by the County, in integral multiples of \$5,000, on any date on or after _____, 20__, at a Redemption Price of ___% of the aggregate principal amount of the Series 2012 Bonds to be redeemed plus accrued interest thereon to the date fixed for redemption.

Section 1502. Provisions for Redemption of Series 2012 Bonds. Series 2012 Bonds shall be redeemed in accordance with the provisions and requirements of Article IV of the Master Indenture.

Article XVI **REVENUES AND FUNDS**

Section 1601. Establishment of Series 2012 Project Account. In connection with the issuance of the Series 2012 Bonds, the County hereby establishes a separate, segregated account within the Project Fund to be known as the "Series 2012 Project Account." Proceeds of the Series 2012 Bonds shall be deposited into the Project Account as provided in Section 503(A) of the Master Indenture. Amounts on deposit in the Series 2012 Project Account shall be applied upon the written direction of an Authorized Officer to pay the costs of the Series 2012 Project and to pay the costs related to the issuance of the Series 2012 Bonds.

Section 1602. Establishment of Series 2012 Costs of Issuance Account. In connection with the issuance of the Series 2012 Bonds, the County hereby establishes a separate, segregated account within the Project Fund to be known as the "Series 2012 Costs of Issuance Account." Proceeds of the Series 2012 Bonds shall be deposited into the Series 2012 Costs of Issuance Account as provided in Section 503(A) of the Master Indenture. Amounts on deposit in the Series 2012 Costs of Issuance Account shall be applied upon the written direction of an Authorized Officer to pay the costs related to the issuance of the Series 2012 Bonds.

Moneys in the Series 2012 Costs of Issuance Account shall be invested at the direction of an Authorized Officer to the fullest extent practicable in Investment Securities maturing in such amounts and at such times as may be necessary to provide funds when needed to pay the costs related to the issuance of the Series 2012 Bonds. The County may, and to the extent required for payments from the Series 2012 Costs of Issuance Account shall, sell any such Investment Securities at any time, and the proceeds of such

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sale, and of all payments at maturity and upon redemption of such investments, shall be held in the Series 2012 Costs of Issuance Account. Earnings received on moneys or securities in the Series 2012 Costs of Issuance Account shall be held as a part of such Account and available for the purposes for which moneys in such Account are otherwise held. Any amounts remaining in the Series 2012 Costs of Issuance Account on December 31, 2012 shall be transferred to the Series 2012 Project Account.

ARTICLE XVII **[PROVISIONS RELATING TO SERIES 2012 BOND INSURANCE POLICY** **AND SERIES 2012 BOND INSURER]**

ARTICLE XVIII **MISCELLANEOUS PROVISIONS**

Section 1801. Supplements and Amendments. The County and the Trustee may supplement or amend this First Supplemental Indenture in the manner set forth in Articles X and XI of the Master Indenture.

Section 1802. Effect of Master Indenture. To the extent not otherwise expressly provided for in this First Supplemental Indenture, all terms and provisions relating to the Series 2012 Bonds, the application of the proceeds thereof, the collection and application of the Pledged Sales Tax Revenues, and the rights and obligations of the County, the Fiduciaries and the Owners of the Series 2012 Bonds shall be governed by the provisions of the Master Indenture, which provisions are hereby ratified and confirmed.

Section 1803. Parties Interested Herein. Nothing in this First Supplemental Indenture expressed or implied is intended or shall be construed to confer upon, or to give to, any Person, other than the County, the Fiduciaries and the Owners of the Bonds, any right, remedy or claim under or by reason of the Indenture or any covenant, condition or stipulation thereof; and all the covenants, stipulations, promises and agreements in the Indenture contained by and on behalf of the County shall be for the sole and exclusive benefit of the County, the Fiduciaries and the Owners of the Bonds.

Section 1804. No Recourse on the Bonds.

(A) No recourse shall be had for the payment of the Principal or Redemption Price of or interest on the Series 2012 Bonds or for any claim based hereon or on the Indenture against any past, present or future member, director, officer, employee or agent of the County, or any successor, public body or any person executing the Series 2012 Bonds, either directly or through the County, under any rule of law or equity, statute or institution or otherwise, and all such liability of any such officers, directors, members, employees or agents as such is hereby expressly waived and released as a condition of an in consideration for the execution of this First Supplemental Indenture and the issuance of the Series 2012 Bonds.

(B) No officer, director, agent or employee of the County shall be individually or personally liable for the payment of the Principal or Redemption Price of or interest on the Series 2012 Bonds; but nothing herein contained shall relieve any such officer, director, agent or employee from the performance of any official duty provided by law.

(C) All covenants, stipulations, obligations and agreements of the County contained in the Indenture shall be deemed to be covenants, stipulations, obligations and agreements of the County to the full extent authorized and permitted by the Constitution and laws of the State, and no covenants, stipulations, obligations or agreements contained herein shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future officer, director, agent or employee of the County in his

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or her individual capacity, and no officer executing the Series 2012 Bonds shall be liable personally on the Series 2012 Bonds or be subject to any personal liability accountability by reason of the issue thereof. No officer, director, agent or employee of the County shall incur any personal liability in acting or proceeding or in not acting or not proceeding in the Ordinance with the terms of the Indenture.

Section 1805. Successors and Assigns. Whenever in this First Supplemental Indenture the County is named or referred to, it shall be deemed to include its successors and assigns and all covenants and agreements in the Indenture contained by or on behalf of the County shall bind inure to the benefit of its successors and assigns whether so expressed or not.

Section 1806. Severability of Invalid Provisions. If any one or more of the covenants or ingredients provided in this First Supplemental Indenture on the part of the County or any Fiduciary to be performed should be contrary to law, then such covenant or covenants or agreement or agreements shall be deemed severable from the remaining covenants and agreements; and shall in no way affect the validity of any other provisions of the Indenture.

Section 1807. Notices.. Any notice, demand, direction, request or other instruments authorized or required by the Indenture to be given to, delivered to or filed with the County or the Trustee shall be deemed to have been sufficiently given, delivered or filed for all purposes of the Indenture if and when sent by registered mail, return receipt requested:

To the County, if addressed to:

County of Cook, Illinois
118 North Clark Street, Room 1127
Chicago, Illinois 60602
Attention: Chief Financial Officer

and at such other address as may be subsequently designated in writing by the County to the Trustee; and

To the Trustee, if addressed to:

Attention: _____

and at such other address as may be subsequently designated in writing by the Trustee to the County.

Section 1808. Construction. This First Supplemental Indenture shall be construed in accordance with the provisions of State law without reference to its conflict of law principles.

Section 1809. Headings Not a Part of This First Supplemental Indenture. Any headings preceding the texts of the several Articles and Sections hereof, and any Table of Contents appended to copies hereof, are solely for convenience of reference and do not constitute a part of this Indenture, nor do they affect its meaning, construction or effect.

Section 1810. Multiple Counterparts. This First Supplemental Indenture may be executed in multiple counterparts, each of which shall be regarded for all purposes as an original; and such counterparts shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the County of Cook, Illinois has caused this First Supplemental Indenture to be executed in its name and its behalf by its Chief Financial Officer and _____,

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_____ has caused this Indenture to be executed in its behalf by its Vice President and its corporate seal to be impressed hereon and attested by its Trust Officer, all as of the day and year first above written.

Commissioner Daley, seconded by Commissioner Sims, moved that the Proposed Ordinance be referred to the Committee on Finance, as amended. (Comm. No. 318990). **The motion carried unanimously.**

COOK COUNTY HEALTH & HOSPITALS SYSTEM

INTERGOVERNMENTAL AGREEMENT AMENDMENT

Transmitting a Communication from

RAM RAJU, MD, MBA, FACHE, FACS, Chief Executive Officer,
Cook County Health & Hospitals System

requesting approval of "Amendment 2 to the Intergovernmental Agreement between the CookCounty Health & Hospitals System, Cook County Board of Commissioners, and the Illinois Department of Healthcare and Family Services." This intergovernmental agreement (IGA) amendment will permit implementation of several key components of the "early expansion" Section 1115 Medicaid Waiver proposal currently under review by the Centers for Medicare and Medicaid Services (CMS). The original IGA being amended was approved by the System Board in March, 2009, and was amended ("Amendment 1") in February, 2011 and by the County Board on April 15,2009 and March 15,2011, respectively.

Specifically, Amendment 2:

1. Permits the System to seek reimbursement for services rendered by community partner providers for waiver enrollees;
2. Specifies a process by which the System will be reimbursed monthly by a "per member per month (PMPM) methodology for waiver enrollees;
3. Modifies the section wherein the System will reimburse the State of Illinois for "onsite" enrollment office expenses, and other costs related to waiver implementation; and
4. Permits data sharing between the Department of Healthcare and Family Services HFS and the System;

The provisions of this IGA are consistent with the requirements of HB5007, as signed into law by Governor Quinn on June 14, 2012.

The Cook County Health & Hospitals System Board of Directors approved the above item at its meeting of June 29, 2012.

Commissioner Butler, seconded by Commissioner Silvestri, moved to defer consideration of Chief Executive Officer of the Cook County Health & Hospitals System. **The motion carried unanimously.**

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DEPARTMENT OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT

GRANT AWARDS

Transmitting a Communication, dated June 19, 2012 from

MICHAEL MASTERS, Executive Director,
Department of Homeland Security and Emergency Management

requesting authorization to accept a grant award in the amount of \$153,405.00 from the Illinois Emergency Management Agency (IEMA) for the Federal Fiscal Year 2009 Homeland Security Grant, Regional Catastrophic Preparedness Grant Program (RCPGP) which provides funding to hire four regional planners to assist the Regional Catastrophic Planning Team (RCPT) with the development of capabilities/resource assessments and plans to aid the efficient deployment of critical assets and mass evacuation efforts during a catastrophic event.

Estimated Fiscal Impact: None. Grant Award: \$153,405.00. Funding period: July 1, 2012 through July 31, 2013.

The Budget Department has received all requisite documents and determined the fiscal impact on Cook County, if any.

Commissioner Tobolski, seconded by Commissioner Murphy, moved that the request of the Executive Director of the Department of Homeland Security and Emergency Management be approved and that the Proper Officials be authorized to sign on behalf of Cook County. **The motion carried unanimously.**

* * * * *

Transmitting a Communication, dated June 19, 2012 from

MICHAEL MASTERS, Executive Director,
Department of Homeland Security and Emergency Management

requesting authorization to accept a grant award in the amount of \$153,405.00 from the Illinois Emergency Management Agency (IEMA) for the Federal Fiscal Year 2010 Homeland Security Grant, Regional Catastrophic Preparedness Grant Program (RCPGP) which provides funding to hire four regional planners to assist the Regional Catastrophic Planning Team (RCPT) with the development of capabilities/resource assessments and plans to aid the efficient deployment of critical assets and mass evacuation efforts during a catastrophic event.

Estimated Fiscal Impact: None. Grant Award: \$153,405.00. Funding period: July 1, 2012 through July 31, 2013.

The Budget Department has received all requisite documents and determined the fiscal impact on Cook County, if any.

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Commissioner Tobolski, seconded by Commissioner Murphy, moved that the request of the Executive Director of the Department of Homeland Security and Emergency Management be approved and that the Proper Officials be authorized to sign on behalf of Cook County. **The motion carried unanimously.**

* * * * *

Transmitting a Communication, dated June 14, 2012 from

MICHAEL MASTERS, Executive Director,
Department of Homeland Security and Emergency Management

requesting authorization to accept a grant award in the amount of \$29,830.21 from the U.S. Department of Justice, Bureau of Justice Assistance, Bulletproof Vest Partnership grant which provides funding to reimburse up to fifty percent of the cost of National Institute of Justice (NIJ) compliant armored vests purchased or replaced by Cook County government.

This grant requires that Cook County match fifty percent of the funds awarded. The cash match consists of a portion of the cost to procure armored vests.

Estimated Fiscal Impact: \$29,830.21. Grant Award: \$29,830.21. Funding period: April 1, 2011 through August 31, 2013. (Various-320 Accounts).

The Budget Department has received all requisite documents and determined the fiscal impact on Cook County, if any.

Commissioner Tobolski, seconded by Commissioner Murphy, moved that the request of the Executive Director of the Department of Homeland Security and Emergency Management be approved. **The motion carried unanimously.**

CONTRACT

Transmitting a Communication, dated July 2, 2012 from

MICHAEL MASTERS, Executive Director,
Department of Homeland Security and Emergency Management
and
MARIA DE LOURDES COSS, Chief Procurement Officer

requesting authorization for the Chief Procurement Officer to enter into and execute a contract with Systems Solutions, Inc., Northbrook, Illinois, for the purchase of an incident management software.

Reason: The Department of Homeland Security and Emergency Management received Homeland Security grant funding for the purchase of incident management software that will be used by various Cook County agencies and partners to assist in ensuring a common operating picture among key county stakeholders during various events. This software system was selected as a collaborative solution between the State of Illinois, Cook County and the City of Chicago, and was successfully deployed in a trial run during the North Atlantic Treaty Organization Summit. Approval of this contract will allow for the County to be able to share pertinent information throughout the County and also with City and State partners during emergency incidents and large scale events, further enhancing cooperation and improving collaboration to

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ensure the safety and security of first responders and residents.

Estimated Fiscal Impact: None. Grant Funded Amount: \$1,687,469.00. (769-579 Account).

The Procurement Officer concurs.

The Budget Department has received all requisite documents and determined the fiscal impact on Cook County, if any.

Vendor has met the Minority and Women Business Enterprise Ordinance.

Commissioner Tobolski, seconded by Commissioner Steele, moved that the request of the Executive Director of the Department of Homeland Security and Emergency Management be approved. **The motion carried unanimously.**

HIGHWAY DEPARTMENT

GRANT AWARD

Transmitting a Communication from

JOHN YONAN, P.E., Superintendent of Highways

requesting authorization to accept a grant in the amount of \$350,000.00 from the Chicago Metropolitan Agency for Planning (CMAP) for consultant engineering services related to the Long Range Transportation Plan. The grant total is comprised of federal funding in the amount of \$280,000.00 and a local match, \$70,000.00 to be funded by the Highway Department.

Estimated Fiscal Impact: \$70,000.00. Grant Award: \$350,000.00. Funding period: July 1, 2012 through June 30, 2015 from the Motor Fuel Tax Fund (600-585 Account).

The Budget Department has received all requisite documents and determined the fiscal impact on Cook County, if any.

Commissioner Sims, seconded by Commissioner Gorman, moved that the request of the Superintendent of Highways be approved. **The motion carried unanimously.**

CONTRACTS

Transmitting a Communication, dated June 13, 2012, from

JOHN YONAN, P.E., Superintendent of Highway

State Street
26th Street to Joe Orr Road
Section: 12-W5602-06-RP
Villages of South Chicago Heights and Chicago Heights

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Bloom Township, Cook County in Board Districts #5 & #6
Cook County Procurement Contract No. 12-23-187
Fiscal Impact: \$1,000,000.00 from the Motor Fuel
Tax Fund (600-600 Account)

Your Honorable Body is respectfully advised that, in accordance with your instructions and as required by law, the Office of the Chief Procurement Officer has advertised at least once a week for two (2) consecutive weeks, in a publication of wide circulation among contractors, for bids on the following project.

The proposed improvement to State Street begins at Station 17+70, a point on the centerline of State Street approximately 516 feet south of the centerline of 26th Street, and continues in a northerly direction to Station 139+61, a point on the centerline of 26th Street approximately 1068 feet north of the centerline of Joe Orr Road, for a total distance of 12,191 feet (2.309 miles) of which 11,859 feet (2.246 miles) are to be improved.

The improvement consists of repair to the existing P.C.C. pavement along State Street with Class B Patches (10 in.), as required along with Diamond Grinding. Also included will be median removal and replacement repair including Types C-4 and M-7, as required; removal and replacement of damaged P.C. Combination Concrete Curb and Gutter, as required; Crack and Joint Routing and Sealing, as required; traffic protection; drainage repairs and adjustments, as required; guardrail removal and replacement; removal and replacement of detector loops; and removal and replacement of pavement marking, as required.

All bids received by the Office of the Chief Procurement Officer were opened on May 23, 2012 at 10:00 A.M. (local time). A tabulation of the proposals received is attached hereto. The following bids were received from contractors:

All bids received by the Office of the Chief Procurement Officer were opened on May 23, 2012 at 10:00 A.M. (local time). A tabulation of the proposals received is attached hereto. The following bids were received from contractors:

Triggi Construction, Inc.	\$2,363,584.70
D Construction, Inc.	\$2,541,755.50
Acura Inc.	\$2,774,425.00
K-Five Construction Corporation	\$3,450,947.50
Rausch Construction Company, Inc....	\$3,591,600.00
G & V Construction Company, Inc.	\$4,211,442.50

After careful analysis of the bids by this Department, you are advised Triggi Construction, Inc., bidding \$2,363,584.70, is the lowest qualified bidder. The total sum of the bid is below the Engineer's estimate of cost.

Triggi Construction, Inc. has filed financial and equipment experience questionnaires with the Highway Department as required in the specifications and contract. We have examined them and in our opinion they are satisfactory. The Office of the Chief Procurement Officer concurs with this recommendation.

It is therefore respectfully recommended that the contract be awarded to Triggi Construction, Inc. in the sum of \$2,363,584.70.

Commissioner Sims, seconded by Commissioner Gorman, moved that the Chief Procurement Officer be authorized to enter into the requested contract. **The motion carried unanimously.**

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Transmitting a Communication, dated July 5, 2012, from

JOHN YONAN, P.E., Superintendent of Highway

Pavement Markings - 2012
Section 12-8PVMK-35-GM
Various Locations on the
County Highway System
Cook County Procurement
Contract No. 12-90-094
Fiscal Impact \$2,335,700.00
From the Motor Fuel Tax Fund (600-585)

Your Honorable Body is respectfully advised that, in accordance with your instructions and as required by law, the Office of the Chief Procurement Officer has advertised at least once a week for two consecutive weeks, in a publication of wide circulation among contractors, for bids on the following project.

The proposed work is to be performed on the public highway system in the County of Cook, State of Illinois, and is indicated on the map showing the County Highway System on file in the office of the County Clerk and also in the office of the Illinois Department of Transportation, Division of Highways, Springfield, Illinois.

This improvement consists of furnishing and installing various types of paint and preformed plastic pavement markings on various roads in Cook County, Illinois.

All bids received by the Office of the Chief Procurement Officer were opened on June 6, 2012 at 10 A.M. (Local Time). A tabulation of the proposals received is attached hereto. The following bids were received from contractors:

Preform Traffic Control Systems, Ltd.	\$2,335,700.00
Marking Specialists Corporation.....	\$2,772,600.00

After careful analysis of the bids by this Department, your Honorable Body is advised that Preform Traffic Control Systems, Ltd., bidding \$2,335,700.00, is the lowest qualified bidder. The total sum of the bid is 3.9% above the Engineer's estimate of cost.

A responsiveness and responsibility review was conducted by the Cook County Highway Department and has found Preform Traffic Control Systems, Ltd. to be in compliance with the required specifications of the bid documents and contract. The Office of the Chief Procurement Officer concurs with this recommendation.

It is therefore respectfully recommended that the contract be awarded to Preform Traffic Control Systems, Ltd. in the sum of \$2,335,700.00.

Commissioner Sims, seconded by Commissioner Gorman, moved that the Chief Procurement Officer be authorized to enter into the requested contract. **The motion carried unanimously.**

* * * * *

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Transmitting a Communication, dated June 26, 2012, from

JOHN YONAN, P.E., Superintendent of Highway

Furnish and Deliver Aggregate Materials

North Area and South Areas

Section: 10-STONE-06-GM

Contract No. 12-28-267

I respectfully request authorization for the Chief Procurement Officer to enter into and execute Contract No. 12-28-267 with, Heritage Logistics, LLC., Naperville, Illinois.

Competitive bidding procedures were followed in accordance with the Cook County Procurement Ordinance. On June 6, 2012 one (1) bidder responded. Heritage Logistics, LLC. was the lowest responsive and responsible bidder recommended for AwaRoad

Reason: This Contract with Heritage Logistics, LLC. will consist of 10,400 Tons of Aggregate for highway maintenance work as follows.

5,200 Tons of Aggregate to be furnished and delivered to Maintenance Districts #1 and 2, designated as the North Area.

5,200 Tons of Aggregate to be furnished and delivered to Maintenance Districts #3, 4 and 5, designated as the South Area.

Materials to be used for road maintenance repair by County forces.

The cost savings are estimated at \$4,390.00.

Estimated Fiscal Impact: \$245,750.00 from the Motor Fuel Tax Fund (600-585 Account). Contract Period: Twenty-four (24) months.

Commissioner Sims, seconded by Commissioner Gorman, moved that the Chief Procurement Officer be authorized to enter into the requested contract. **The motion carried unanimously.**

* * * * *

Transmitting a Communication, dated June 26, 2012, from

JOHN YONAN, P.E., Superintendent of Highway Furnish Bituminous Materials

(Hot Patch) for South Area

Section No. 12-HBITS-06-GM

Contract No. 12-28-263

I respectfully request authorization for the Chief Procurement Officer to enter into and execute Contract No. 12-28-263 with, Central Blacktop Co. Inc., LaGrange, Illinois.

Competitive bidding procedures were followed in accordance with the Cook County Procurement Ordinance. On June 6, 2012 three (3) bidders responded. Central Blacktop Co. Inc. was the lowest responsive and responsible bidder recommended for Award for a twelve month contract.

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Reason: This Contract with Central Blacktop Co. Inc., will consist of 2,640 tons of bituminous material and 1,400 gallons of prime coat material (SS-1) and 12 coats of seal coat material (SS-1) located in the South Area for extended resurfacing to be performed by County forces.

Estimated Fiscal Impact: \$254,270.00 from the Motor Fuel Tax Fund (600-585 Account).

Contract Period: FY 2012 Twelve (12) Month

Commissioner Sims, seconded by Commissioner Murphy, moved that the Chief Procurement Officer be authorized to enter into the requested contract. **The motion carried.**

Commissioner Tobolski voted “present”.

* * * * *

Transmitting a Communication, dated June 25, 2012, from

JOHN YONAN, P.E., Superintendent of Highway

Furnishing Bituminous Material
(Hot Patch) for North Area
Section No. 12-HBITN-06-GM
Contract No. 12-28-265

I respectfully request authorization for the Chief Procurement Officer to enter into and execute Contract No. 12-28-265 with, Arrow Road Construction Company, Mount Prospect, Illinois.

Competitive bidding procedures were followed in accordance with the Cook County Procurement Ordinance. On June 6, 2012 two (2) bidders responded. Arrow Road Construction Company was the lowest responsive and responsible bidder recommended for AwaRoad

Reason: This Contract with Arrow Road Construction will consist of 2,640 Tons of Bituminous (Hot Patch) material and 1,000 gallons of prime coat material (SS-1) to be disbursed as needed.

Fiscal Impact: \$163,045.00 from the Motor Fuel Tax Fund (600-585 Account).

Commissioner Sims, seconded by Commissioner Gorman, moved that the Chief Procurement Officer be authorized to enter into the requested contract. **The motion carried unanimously.**

SPEED LIMIT ZONING ORDINANCE

Transmitting a Communication, dated June 12, 2012, from

JOHN YONAN, P.E., Superintendent of Highway

Speed Limit Zoning Ordinance

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108th Avenue
179th Street to 159th Street
Village of Orland Park
In County Board District #17

I respectfully submit to your Honorable Body and recommend for adoption, an ordinance revising the speed limit along 108th Avenue from 179th Street to 159th Street, which is under the maintenance jurisdiction of Cook County. The recommended speed limit was determined by an engineering and traffic investigation in accordance with the provisions of Article VI of the Illinois Vehicle Code and as more fully explained in the attached ordinance.

It is respectfully requested that should your Honorable Body concur in this recommendation, this ordinance be adopted.

12-O-32

ORDINANCE

Sponsored by

THE HONORABLE TONI PRECKWINKLE

PRESIDENT OF THE COOK COUNTY BOARD OF COMMISSIONERS

IT IS HEREBY DECLARED, by the Board of County Commissioners of Cook County, Illinois, that the basic statutory vehicular speed limits established by Section 11-601 of the Illinois Vehicle Code are greater, or less, than that considered reasonable and proper on the street or highway listed in the following Schedule for which the County has maintenance responsibility and which is not under the jurisdiction of the Department of Transportation, State of Illinois; and

BE IT FURTHER DECLARED, that this Board has caused to be made an engineering and traffic investigation upon the road listed below shall be as stated herein; and

BE IT FURTHER DECLARED, that by virtue of Section 11-604 of the above Code, this Board determines and declares that reasonable and proper absolute maximum speed limits upon the road described below shall be as stated herein; and

BE IT FURTHER DECLARED, that signs giving notice thereof shall be erected in conformance with the standards and specifications contained in the Manual on Uniform Traffic Control Devices, the Illinois Supplement to the National Manual on Uniform Traffic Control Devices and the Standard Specifications for Traffic Control Items; and

BE IT FURTHER DECLARED, that this ordinance shall take effect immediately after the erection of said signs giving notice of the maximum speed limits; and

BE IT FURTHER DECLARED, that pursuant to Cook County Code, Sec. 82-2 all speed limits established by the County Board are hereby ratified and confirmed. All ordinances amending or enacting speed limits are on file in the office of the County Clerk.

COOK COUNTY HIGHWAY DEPARTMENT
SPEED LIMIT ZONES ON ROADWAYS UNDER
COOK COUNTY MAINTENANCE JURISDICTION

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<u>ROADWAY</u>	<u>SECTION</u>	<u>MILEAGE</u>	<u>EXISTING SPEED LIMIT</u>	<u>PROPOSED SPEED LIMIT</u>
108th Avenue	179th Street to 159th Street	2.5	45 MPH	40MPH

Approved and adopted this 10th day of July 2012.

TONI PRECKWINKLE, President
Cook County Board of Commissioners

Commissioner Sims, seconded by Commissioner Gorman, moved that the Ordinance be approved and adopted. **The motion carried unanimously.**

INTERGOVERNMENTAL AGREEMENT

Transmitting a Communication, dated June 11, 2012, from

JOHN YONAN, P.E., Superintendent of Highway

Intergovernmental Agreement
Shoe Factory Road at Sutton Road (IL-59)
Section Number: 11-A6204-01-CH
Village of Hoffman Estates
In County Board District #15
Fiscal Impact: \$123,470.00
Motor Fuel Tax Fund (600 585 Account)

The Department of Highways submits for execution two (2) copies of an Intergovernmental Agreement between the County of Cook and the Village of Hoffman Estates wherein Hoffman Estates will be the lead agency for design and construction of intersection improvements, including widening to provide right turn lanes along all four legs, drainage improvements, combination curb and gutter, sidewalks, bicycle accessibility, traffic signal modernization and other attendant highway appurtenances at the intersection of Shoe Factory Road (County Highway A62) and Sutton Road (IL 59). The improvement is identified as Cook County Section: 11-A6204-01-CH.

The County will reimburse the Village of Hoffman Estates for ten (10%) percent of the costs for Phase I preliminary engineering, Phase II design engineering, construction and construction engineering, estimated County total cost \$123,470.00.

The Agreement has been examined and approved by this Department and by the State's Attorney's Office. I therefore respectfully recommend that it be executed in accordance with the accompanying Resolution, and that the two (2) originals be returned to this Department for final processing.

12-R-291 RESOLUTION

Sponsored by

THE HONORABLE TONI PRECKWINKLE

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PRESIDENT OF THE COOK COUNTY BOARD OF COMMISSIONERS

RESOLVED, that the President of the Board of Commissioners of Cook County, Illinois, on behalf of the County of Cook, is hereby authorized and directed by the Members of said Board, to execute by original signature or his authorized signature stamp, two (2) copies of an Intergovernmental Agreement with the Village of Hoffman Estates, attached, wherein Hoffman Estates will be the lead agency for design and construction of widening the intersection to provide right turn lanes along all four legs, drainage improvements, combination curb and gutter, sidewalks, bicycle accessibility and traffic signal modernization at the intersection of Shoe Factory Road (County Highway A62) and Sutton Road (IL 59); that the County of Cook will pay for ten (10%) percent of the costs for Phase I preliminary engineering, Phase II design engineering, construction and construction engineering for the improvement to be identified as Cook County Section: 11-A6204-01-CH (estimated County total cost \$123,470.00); that the County of Cook will retain jurisdiction and maintenance of Shoe Factory Road; and, the Department of Highways is authorized and directed to return one (1) certified copy of this Resolution with Agreement to the Village of Hoffman Estates.

Approved and adopted this 10th day of July 2012.

TONI PRECKWINKLE, President
Cook County Board of Commissioners

Commissioner Sims, seconded by Commissioner Gorman, moved that the Intergovernmental Agreement be approved. **The motion carried unanimously.**

REIMBURSEMENT AGREEMENT RESOLUTION

June 13, 2012

Reimbursement Agreement
Shoe Factory Road
Kane County Line to Prestbury Drive
Section: 03-A6201-01-FP
City of Elgin
In County Board District #15
Centerline Mileage: 0.90 miles
Fiscal Impact: \$3,750,000.00
(\$480,719.02 to be reimbursed from the City of Elgin)
Motor Fuel Tax Fund (600-600 Account)

The Department of Highways submits for execution two (2) copies of a Reimbursement Agreement with the City of Elgin wherein the County will include the construction of bike path, street lighting, concrete driveways, sanitary sewer and watermain adjustments as part of the County's improvement along Shoe Factory Road from Kane County Line to Prestbury Drive, Section: 03-A6201-01-FP, in the City of Elgin. The City shall reimburse Cook County for its share of construction costs for the improvements, estimated cost \$480,719.02.

The Agreement has been examined and approved by this Department and by the State's Attorney's Office. I therefore respectfully recommend that it be executed in accordance with the accompanying Resolution, and that the two (2) originals be returned to this Department for final processing.

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**12-R-292
RESOLUTION**

Sponsored by

THE HONORABLE TODD H. STROGER

PRESIDENT OF THE COOK COUNTY BOARD OF COMMISSIONERS

**Resolution to Vacate an Unimproved Parcel of Wolf Road
Between Washington Street and Electric Avenue
In the Village of Hillside**

WHEREAS, a 50 foot wide strip of land along Wolf Road between Washington Street and Electric Avenue was dedicated as right-of-way by a subdivision recorded on March 16, 1926 as document No. 9208636 in the records of the Cook County Recorder of Deeds; and

WHEREAS, a portion of said 50 foot right of way (hereinafter Parcel) is no longer needed for highway purposes; and

WHEREAS, there is no physical road on said Parcel nor are there any discussions for a future improvement that would include said Parcel; and

WHEREAS, no Motor Fuel Tax funds have been expended for an improvement to said Parcel; and

WHEREAS, the adjacent property owner has requested that the County of Cook vacate said Parcel; and

WHEREAS, all existing utility rights to said Parcel at the time of vacation remain for the maintenance, renewal and reconstruction of said utilities; and

WHEREAS, pursuant to 605 ILCS 5/5-109, Cook County is authorized to vacate said Parcel by resolution of the County Board, with the approval of the Illinois Department of Transportation; and

WHEREAS, the Cook County Board of Commissioners desires to vacate the unimproved Parcel along Wolf Road between Washington Street and Electric Avenue in Village of Hillside.

NOW THEREFORE BE IT RESOLVED THAT:

1. The Cook County Board of Commissioners does hereby vacate the unimproved Parcel of dedicated land along Wolf Road between Washington Street and Electric Avenue that is no longer needed for highway purposes, subject to the approval of the vacation by the Illinois Department of Transportation.
2. The Cook County Clerk is hereby directed to submit three (3) certified copies of this Resolution to the District Office of the Illinois Department of Transportation for approval by that agency.
3. The Cook County Highway Department is hereby directed to prepare a plat of vacation reflecting vacation of the unimproved Parcel along Wolf Road between Washington Street and Electric Avenue that is no longer needed for highway purposes, and is described as follows:

BEGINNING AT THE EAST SOUTHEAST CORNER OF LOT 1IN BLOCK 1IN THE SUBDIVISION OF THAT PART OF THE SOUTH HALF OF THE EAST HALF OF THE SOUTHEAST FRACTIONAL QUARTER (NORTH OF THE INDIAN BOUNDARY LINE) LYING SOUTH OF

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THE RIGHT OF WAY OF THE CHICAGO AURORA AND ELGIN RAILROAD OF SECTION 7, ALSO PART OF THE 13.25 ACRES (SOUTH OF THE INDIAN BOUNDARY LINE) OF THE SOUTHEAST FRACTIONAL QUARTER OF SECTION 7, ALSO PART OF THE EAST 7 ACRES OF THAT PART OF THE NORTHEAST QUARTER OF SECTION 18, LYING NORTH OF THE CENTER LINE OF BUTTERFIELD ROAD, ALL IN TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, AS SHOWN ON PLAT THEREOF RECORDED MARCH 16, 1926 AS DOCUMENT NUMBER 9208636 (SAID POINT ALSO BEING THE INTERSECTION OF THE WEST LINE OF WOLF ROAD AND THE NORTH LINE OF WASHINGTON STREET); THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 1, 374.67 FEET (THE EAST LINE OF LOT 1 ALSO BEING THE WEST LINE OF WOLF ROAD); THENCE SOUTH 06 DEGREES 56 MINUTES 08 SECONDS EAST, 126.63 FEET; THENCE SOUTH 02 DEGREES 27 MINUTES 48 SECONDS EAST, 42.58 FEET; THENCE SOUTH 00 DEGREES 31 MINUTES 18 SECONDS EAST, 206.20 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 1 EXTENDED EAST; THENCE SOUTH 89 DEGREES 19 MINUTES 05 SECONDS WEST ALONG THE SOUTH LINE OF LOT 1 EXTENDED EAST, 19.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS, SAID PARCEL CONTAINING 0.123 ACRES MORE OR LESS.

4. Upon approval of the vacation of the unimproved parcel by the Illinois Department of Transportation, the County Clerk is directed to file for record, a certified copy of this Resolution reflecting the approval of the Illinois Department of Transportation, together with an accompanying plat of vacation, in the Office of the Cook County Recorder of Deeds.

Approved and adopted this 10th day of July 2012.

TONI PRECKWINKLE, President
Cook County Board of Commissioners

Commissioner Sims, seconded by Commissioner Gorman, moved that the Reimbursement Agreement Resolution be approved and adopted. **The motion carried unanimously.**

APPROPRIATING RESOLUTION

Transmitting a Communication, dated June 22, 2012, from

JOHN YONAN, P.E., Superintendent of Highway

Motor Fuel Tax Project
Appropriating Resolution
Electrical Engineering Design Services
Various Locations throughout Cook County
In County Board Districts: Countywide
Section: 13-8TSDS-10-ES
Fiscal Impact: \$300,000.00
Motor Fuel Tax Fund (600-585 Account)

I respectfully submit to your Honorable Body and recommend for adoption, a resolution appropriating funds for electrical engineering design services related to traffic signals at various locations throughout Cook County by an outside engineering consultant.

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These services as proposed will consist of signal coordination and timing studies; preparation of traffic signal warrant studies and traffic signal design plans including installation, modernization and interconnect plans; conducting closed loop signal system monitoring; preparation of roadway lighting design plans and miscellaneous electrical systems (pump stations and maintenance yards) plans; review of traffic signal and roadway lighting plans; and, assist with County's Electrical and Mechanical Item Maintenance Contract.

I have therefore prepared the accompanying Resolution appropriating the sum of Three Hundred Thousand Dollars (\$300,000.00) from the Motor Fuel Tax Fund, and should your Honorable Body concur in this recommendation, I respectfully request that the Resolution be adopted and forwarded to the Illinois Department of Transportation, Division of Highways, for approval.

12-R-293 APPROPRIATING RESOLUTION

Sponsored by

THE HONORABLE TONI PRECKWINKLE

PRESIDENT OF THE COOK COUNTY BOARD OF COMMISSIONERS

WHEREAS, there is an increasing need for intersection improvements including the installation and modernization of traffic signals warranted by traffic movements within the County; and,

WHEREAS, it is becoming increasingly necessary to maximize the service and safety of the County Highway System; and,

WHEREAS, the County Highway Department does not have the manpower to design and prepare plans, in a timely manner, at all the locations requiring improvements.

NOW, THEREFORE, BE IT RESOLVED, that an outside Consulting Engineer perform the electrical engineering design and plan preparation services for traffic signals at various locations throughout Cook County; and,

BE IT FURTHER RESOLVED, that the services as proposed shall consist of signal coordination and timing studies; preparation of traffic signal warrant studies and traffic signal design plans including installation, modernization and interconnect plans; conducting closed loop signal system monitoring; preparation of roadway lighting design plans and miscellaneous electrical systems (pump stations and maintenance yards) plans; review of traffic signal and roadway lighting plans; and, assist with County's Electrical and Mechanical Item Maintenance Contract and said services shall be designated as Section: 13-8TSDS-10-ES MFT; and,

BE IT FURTHER RESOLVED, that there is hereby appropriated the sum of Three Hundred Thousand and NO/100 Dollars, (\$300,000.00) from the County's allotment of Motor Fuel Tax Funds for the construction of this improvement; and,

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit two certified copies of this resolution to the District Office of the Illinois Department of Transportation.

Approved and adopted this 10th day of July 2012.

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TONI PRECKWINKLE, President
Cook County Board of Commissioners

Commissioner Sims, seconded by Commissioner Gorman, moved that the Appropriating Resolution be approved and adopted. **The motion carried unanimously.**

COMPLETION OF CONSTRUCTION APPROVAL RESOLUTION

Transmitting a Communication, dated June 12, 2012, from

JOHN YONAN, P.E., Superintendent of Highway

Completion of Construction
Approval Resolution
Villages of Elk Grove, Bensenville and Itasca,
Cook County, Elk Grove Township
Devon Avenue
Rohlwing Road to Busse Road
Section: 09-B1113-08-RP
County Board Districts: #15, 17

I respectfully submit to your Honorable Body and recommend for adoption a resolution approving the construction of the above captioned project in the Villages of Elk Grove, Bensenville and Itasca in Cook County, Elk Grove Township

On January 12, 2010, your Honorable Body awarded a contract for the aforesaid improvement to be completed in accordance with the plans and specifications.

The work, consisting of repairing concrete pavement along Devon Avenue with concrete patches, concrete pavement and median as required, repairing and replacing damaged concrete curb and gutter as required, crack routing and sealing, replacing and adjusting drainage structures as required, removing and replacing raised reflective pavement markers, pavement signing and striping, diamond grinding concrete pavement, landscape restoration with sod, replacement of traffic signal loop detectors as required and miscellaneous appurtenances, has been completed under the supervision and to the satisfaction of the Superintendent of Highways.

The contract price of this project was \$2,991,000.00 and final cost is \$3,144,960.54. The increase was due to B.C. No. 1 thru 3 approved by the County Board as the job progressed, and B.C. No. 4, the final adjustment of quantities.

It is therefore respectfully requested that the accompanying resolution be adopted.

12-R-294 APPROVAL RESOLUTION

WHEREAS, the highway improvement known as Devon Avenue; Rohlwing Road to Busse Road with Section No. 09-B1113-08-RP with work consisting of repairing concrete pavement along Devon Avenue with concrete patches, concrete pavement and median as required, repairing and replacing damaged concrete curb and gutter as required, crack routing and sealing, replacing and adjusting drainage structures as required,

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removing and replacing raised reflective pavement markers, pavement signing and striping, diamond grinding concrete pavement, landscape restoration with sod, replacement of traffic signal loop detectors as required and miscellaneous appurtenances, has been regularly awarded by the Board of Cook County Commissioners for construction as a County Highway improvement, and

WHEREAS, the aforesaid highway improvement has been satisfactorily completed in accordance with the provisions and stipulations of aforesaid contract, now, therefore,

BE IT RESOLVED, that the work and construction of aforesaid contract be, and hereby, is approved.

Approved and adopted this 10th day of July 2012.

TONI PRECKWINKLE, President
Cook County Board of Commissioners

Commissioner Sims, seconded by Commissioner Gorman, moved that the Approval Resolution be approved and adopted. **The motion carried unanimously.**

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Transmitting a Communication, dated June 12, 2012, from

JOHN YONAN, P.E., Superintendent of Highway

Completion Of Construction
Approval Resolution
Village of Sauk, Cook County, Bloom Township
Sauk Trail
Calumet Expressway to Torrence Avenue
Section: 11-C1136-01-RP
County Board District: #6

I respectfully submit to your Honorable Body and recommend for adoption a resolution approving the construction of the above captioned project in the Village of Sauk in Cook County, Bloom Township.

On June 1, 2011, your Honorable Body awarded a contract for the aforesaid improvement to be completed in accordance with the plans and specifications.

The work, consisting of repairing concrete pavement along Sauk Trail from Calumet Expressway to Torrence Avenue with concrete patches and concrete pavement, replacing concrete curb and gutter and median repair as required, crack routing and sealing, drainage repairs and adjustments, removing and replacing raised reflective pavement markers, signal loop detectors as required, diamond grinding concrete pavement, signing and pavement markings, traffic protection and miscellaneous appurtenances, has been completed under the supervision and to the satisfaction of the Superintendent of Highway.

The contract price of this project was \$876,071.55 and final cost is \$914,057.12. The increase was due to B.C. No. 1 approved by the County Board as the job progressed, the final adjustment of quantities.

It is therefore respectfully requested that the accompanying resolution be adopted.

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12-R-295 APPROVAL RESOLUTION

WHEREAS, the highway improvement known as Sauk Trail; Calumet Expressway to Torrence Avenue, Section 11-C1136-01-RP with work consisting of repairing concrete pavement along Sauk Trail from Calumet Expressway to Torrence Avenue with concrete patches and concrete pavement, replacing concrete curb and gutter and median repair as required, crack routing and sealing, drainage repairs and adjustments, removing and replacing raised reflective pavement markers, signal loop detectors as required, diamond grinding concrete pavement, signing and pavement markings, traffic protection and miscellaneous appurtenances, has been regularly awarded by the Board of Count Commissioners for construction as a County Highway improvement, and

WHEREAS, the aforesaid highway improvement has been satisfactorily completed in accordance with the provisions and stipulations of aforesaid contract, now, therefore,

BE IT RESOLVED, that the work and construction of aforesaid contract be, and hereby, is approved.
Approved and adopted this 10th day of July 2012.

TONI PRECKWINKLE, President
Cook County Board of Commissioners

Commissioner Sims, seconded by Commissioner Gorman, moved that the Approval Resolution be approved and adopted. **The motion carried unanimously.**

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Transmitting a Communication, dated June 6, 2012, from

JOHN YONAN, P.E., Superintendent of Highway

Completion of Construction
Approval Resolution
Group 1-2011:
Willow Road-Schoenbeck Road to Wheeling Road
Wheeling Road-Camp McDonald Road to Palatine Road
Section: 10-A7816-02-RS
County Board District: #14, 17

I respectfully submit to your Honorable Body and recommend for adoption a resolution approving the construction of the above captioned project in the Village of Wheeling and the City of Prospect Heights.

On March 15, 2011, your Honorable Body awarded a contract for the aforesaid improvement to be completed in accordance with the plans and specifications.

The work, consisting of removing the existing asphalt surface to a depth of 2 inches, repair the existing base with asphalt patches (9 In.) as required, milled the surface an approximate depth of 1 inch and overlay with 2 inches of asphalt surface course, also included, the removal and replacement of damaged concrete curb and gutter, as required, traffic protection, drainage repairs and adjustments, as required, pavement markings, removal and replacement of traffic signal detector loops, as required and miscellaneous appurtenances, has been completed under the supervision and to the satisfaction of the Superintendent of Highways.

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The contract price of this project was \$825,618.46 and final cost is \$643,393.13. The decrease was due to B.C. No. 1 approved by the County Board as the job progressed, and B.C. No. 2, the final adjustment of quantities.

It is therefore respectfully requested that the accompanying resolution be adopted.

12-R-296 APPROVAL RESOLUTION

WHEREAS, the highway improvement known as Group 1-2011; Willow Road from Schoenbeck Road to Wheeling Road, Wheeling Road from Camp McDonald Road to Palatine Road with Section No. 10-A7816-02-RS consisting of removing asphalt surface to a depth of 2 inches, repair the existing base with asphalt patches (9 in.) as required, milled the surface an approximate depth of 1 inch and overlay with 2 inches of asphalt surface course, also included is the removal and replacement of damaged concrete curb and gutter, as required, traffic protection, drainage repairs and adjustments, as required, pavement markings, removal and replacement of traffic signal detector loops, as required and all other work as necessary to complete the improvement has been regularly awarded by the Board of County Commissioners for construction as a County Highway Improvement, and

WHEREAS, the aforesaid highway improvement has been satisfactorily completed in accordance with the provisions and stipulations of aforesaid contract, now, therefore,

BE IT RESOLVED, that the work and construction of aforesaid contract be, and hereby, is approved.

Approved and adopted this 10th day of July 2012.

TONI PRECKWINKLE, President
Cook County Board of Commissioners

Commissioner Sims, seconded by Commissioner Gorman, moved that the Approval Resolution be approved and adopted. **The motion carried unanimously.**

MAINTENANCE RESOLUTION

Transmitting a Communication, dated June 22, 2012, from

JOHN YONAN, P.E., Superintendent of Highway

Motor Fuel Tax Project
Highway Maintenance Resolution
Electrical and Mechanical Item
Maintenance for Calendar Year 2013
Various Locations Countywide
Section: 13-8EMIM-41-GM
Fiscal Impact: \$2,940,000.00
Motor Fuel Tax Fund Number 1300

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I respectfully submit to your Honorable Body and recommend for adoption, a resolution appropriating funds for the maintenance and operation of electrical and mechanical items on County maintained highways for the calendar year 2013.

This improvement, as proposed, will consist of the contract maintenance of traffic signals and flashers at 450 locations, 16 roadway lighting and 5 interior lighting installations, 6 navigational lighting installations, 7 pumping stations and 7 cathodic protection locations, to be more fully described in subsequent contract documents and includes energy charges for traffic signals and pumping stations, contingencies for possible temporary signal installations and knockdown replacement and supervision by County Forces.

I have therefore prepared the accompanying Maintenance Resolution appropriating the sum of Two Million Nine Hundred Forty Thousand Dollars (\$2,940,000.00) from the Motor Fuel Tax Fund, and should your Honorable Body concur in this recommendation, I respectfully request that the Resolution be adopted and forwarded to the Illinois Department of Transportation, Division of Highways, for approval.

**12-R-297
RESOLUTION**

Sponsored by

THE HONORABLE TONI PRECKWINKLE

PRESIDENT OF THE COOK COUNTY BOARD OF COMMISSIONERS

RESOLVED, by the County Board of Commissioners, Cook County, that \$2,940,000.00 is appropriated from the Motor Fuel Tax allotment for Electrical and Mechanical Items located on County Highways and meeting the requirements of the Illinois Highway Code.

Traffic Signals and Flashers at 450 locations

Energy and Telephone	\$254,000.00
Maintenance and Contingencies	\$2,000,000.00

Roadway Lighting at 16 locations

Maintenance and Contingencies for knockdown replacement	\$32,000.00
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Navigation Lighting at 6 locations

Maintenance and Contingencies for glass and housing replacement	\$9,500.00
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Cathodic Protection at 7 locations

Energy	\$3,200.00
Maintenance and Contingencies	\$6,900.00

Pumping Stations at 7 locations

Energy and Telephone	
Maintenance and Contingencies for general repairs and pump replacement	\$210,000.00

Interior Lighting, Emergency Generators and Electrical Systems at 5 locations

Maintenance and Contingencies for general repairs	\$203,000.00
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Engineering

Total	\$2,940,000.00
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and be it further

RESOLVED, that the above designated items be maintained under the provisions of said Illinois Highway Code during the year ending December 31, 2013, as Section: 13-8EMIM-41-GM and be it further

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RESOLVED, that the County Superintendent of Highways shall, as soon as practicable after the close of the period as given above, submit to the Department of Transportation, on forms furnished by said Department, a certified statement showing expenditures from the balances remaining in funds authorized for expenditure by said Department under this appropriation, and be it further

RESOLVED, that the County Clerk is hereby directed to transmit two certified copies of this resolution to the district office of the Department of Transportation.

Approved and adopted this 10th day of July 2012.

TONI PRECKWINKLE, President
Cook County Board of Commissioners

Commissioner Sims, seconded by Commissioner Gorman, moved that the Maintenance Resolution be approved and adopted. **The motion carried unanimously.**

RESOLUTION TO VACATE AN UNIMPROVED PARCEL

June 13, 2012

Resolution to Vacate an Unimproved Parcel of Flavin Road
(104th Avenue) at 95th Street in unincorporated Palos Township
Fiscal Impact: None
County Board District: #17

I respectfully submit to your Honorable Body and recommend for adoption, three (3) copies of a Resolution prepared by the Department of Highways to vacate an unimproved parcel of Flavin Road (104th Avenue), located at the intersection of Flavin Road at 95th Street, in unincorporated Palos Township, Cook County, Illinois.

A strip of land was dedicated to the County of Cook for highway purposes along a route known as Flavin Road, north of 95th Street, and recorded on October 24, 1923. The curved portion of Flavin Road at the northeast corner of 95th Street and Flavin Road is not improved and that is part of said dedication but is no longer needed for highway purposes. There is no physical road on said parcel nor are there any discussions for a future improvement that would include said parcel. The adjacent property owner has requested that the County of Cook vacate said parcel; and, because said parcel was dedicated in lieu of a purchase, the vacated parcel shall revert to the adjacent property owner at no cost to the property owner.

It is therefore respectfully requested that, should your Honorable Body concur in this recommendation, the Resolution be adopted and executed and that the three (3) certified originals be forwarded to the Illinois Department of Transportation, Division of Highways, for approval.

12-R-298
RESOLUTION
VACATING RESOLUTION

Sponsored by

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**THE HONORABLE TONI PRECKWINKLE
PRESIDENT OF THE COOK COUNTY BOARD OF COMMISSIONERS**

**Resolution to Vacate an Unimproved Parcel of Flavin Road (104th Avenue)
At the Northeast Corner of Flavin Road and 95th Street
In Unincorporated Palos Township**

WHEREAS, a 66 foot wide strip of land was dedicated to the County of Cook by document No. 8156940 for highway purposes along a route known as Flavin Road north of 95th Street, in unincorporated Palos Township, said document recorded on October 24, 1923 in the records of the Cook County Recorder of Deeds; and,

WHEREAS, the curved portion of Flavin Road at the northeast corner of 95th Street and Flavin Road is not improved, and that is part of said dedication but is no longer needed for highway purposes; and,

WHEREAS, there is no physical road on said parcel or nor are there any discussions for a future improvement that would include said parcel; and,

WHEREAS, no Motor Fuel Tax funds have been expended for an improvement to said parcel; and,

WHEREAS, the adjacent property owner has requested that the County of Cook vacate said parcel and disclaim any interest of the County of Cook to this land; and,

WHEREAS, all existing utility rights to the parcel at the time of vacation remain for the maintenance, renewal and reconstruction of said utilities although none are known to exist; and,

WHEREAS, pursuant to 605 ILCS 5/5-109, Cook County is authorized to vacate highway right-of-way from the county system by resolution of the County Board, with the approval of the Illinois Department of Transportation; and,

WHEREAS, because said parcel was dedicated in lieu of a purchase, the vacated parcel shall revert to the adjacent property owner at no cost to the property owner; and,

WHEREAS, the Cook County Board of Commissioners desires to vacate the unimproved parcel of dedicated land along Flavin Road at 95th Street in unincorporated Palos Township.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Cook County Board of Commissioners does hereby vacate the unimproved parcel of dedicated land for Flavin Road (104th Avenue) that is no longer needed for highway purposes, at the northeast corner of Flavin Road and 95th Street, subject to the approval of the vacation of the parcel by the Illinois Department of Transportation.
2. The Cook County Clerk is hereby directed to submit three (3) certified copies of this Resolution to the District Office of the Illinois Department of Transportation for approval by that agency.
3. The Cook County Highway Department is hereby directed to prepare a plat of vacation reflecting vacation of the unimproved parcel along Flavin Road that is no longer needed for highway purposes, and is described as follows:

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THAT PART OF THE SOUTHWEST ¼ OF SECTION 4, TOWNSHIP 37 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST ¼; THENCE NORTH 87 DEGREES 52 MINUTES 02 SECONDS EAST ON THE SOUTH LINE OF SAID SOUTHWEST QUARTER, 284.62 FEET; THENCE NORTH 02 DEGREES 07 MINUTES 58 SECONDS WEST, 33.00 FEET TO SOUTHWEST RIGHT OF WAY LINE OF FLAVIN ROAD, ACCORDING TO THE PLAT OF DEDICATION RECORDED OCTOBER 24, 1923 AS DOCUMENT NO. 8156940, THAT BEING THE POINT OF BEGINNING; THENCE NORTHWEST 588.07 FOOT RADIUS CURVE CONCAVE TO THE NORTHEAST, 361.41 FEET, THE CHORD OF SAID CURVE BEARS NORTH 47 DEGREES 07 MINUTES 15 SECONDS WEST, 355.75 FEET TO THE EAST LINE OF THE WEST 33.00 FEET OF SAID SOUTHWEST QUARTER; THENCE NORTH 02 DEGREES 06 MINUTES 32 SECONDS WEST ON SAID EAST LINE, 270.68 FEET TO THE NORTHEAST RIGHT OF WAY LINE OF SAID FLAVIN ROAD AS DEDICATED BY SAID DOCUMENT NO. 8156940; THENCE SOUTHEAST ON SAID NORTHEAST RIGHT OF WAY LINE AND ON A 522.07 FOOT RADIUS CURVE CONCAVE TO THE NORTHEAST, 820.28 FEET, THE CHORD OF SAID CURVE BEARS SOUTH 47 DEGREES 07 MINUTES 15 SECONDS EAST, 738.47 FEET TO THE NORTH LINE OF THE SOUTH 33.00 FEET SAID SOUTHWEST QUARTER; THENCE SOUTH 87 DEGREES 52 MINUTES 02 SECONDS WEST ON SAID NORTH LINE, 270.68 FEET TO THE POINT OF BEGINNING, SAID PARCEL CONTAINING 0.768 ACRE MORE OR LESS; ALL IN UNINCORPORATED PALOS TOWNSHIP, COOK COUNTY, ILLINOIS, AS SHOWN ON MAP EXHIBIT A, ATTACHED AND MADE PART HEREOF.

Upon approval of the vacation of the unimproved parcel by the Illinois Department of Transportation, the County Clerk is directed to file for record, a certified copy of this Resolution reflecting the approval of the Illinois Department of Transportation, together with an accompanying plat of vacation, in the Office of the Cook County Recorder of Deeds.

Approved and adopted this 10th day of July 2012.

TONI PRECKWINKLE, President
Cook County Board of Commissioners

Commissioner Sims, seconded by Commissioner Gorman, moved that the Maintenance Resolution be approved and adopted. **The motion carried unanimously.**

CHANGE IN PLANS AND EXTRA WORK

Transmitting a Communication, dated June 4, 2012, from

JOHN YONAN, P.E., Superintendent of Highway

I herewith present the following recommendation for change in plans and extra work involved on this improvement in the City of Burbank, Cook County Board District #11.

AUTH. NO.	SECTION	DESCRIPTION	AMOUNT
1	08-W3719-04-FP Narragansett Avenue	Adjustment of Quantities and	\$19,031.00 (Addition)

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87th St. to 79th St.

New Items

The quantities as shown on the contract documents were estimated for bidding purposes only. This change represents the difference between the estimated quantities and actual field quantities of work performed with additional quantities required for temporary by-pass pavement due to project staging and for a manhole type A to connect to the new storm sewer outfall.

A new item was added for hot-mix stabilized subbase IL-19.0, N30 which replaced hot-mix asphalt stabilized subbase, IL-19.0 to be in compliance with current IDOT standards.

I respectfully recommend approval by your Honorable Body.

Commissioner Sims, seconded by Commissioner Gorman, moved that the communication be referred to the Committee on Roads and Bridges. (Comm. No. 319000). **The motion carried unanimously.**

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Transmitting a Communication, dated June 13, 2012, from

JOHN YONAN, P.E., Superintendent of Highway

I herewith present the following recommendation for change in plans and extra work involved on this improvement in the Villages of Lynwood and Ford Heights, Cook County Board District #6.

<u>AUTH. NO.</u>	<u>SECTION</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
1	09-B6736-03-RP Joe Orr Road-Relocated. E. of Stony Island Avenue to Torrence Avenue Fed. Proj. No:M-9003 (741) Fed. Job No: C-91-184-11 IDOT Contract No: 10217 County Contract No: 11-28-160	Adjustment of Quantities	\$19,231.00 (Addition)

The quantities as shown on the contract documents were estimated for bidding purposes only. This change represents the difference between the estimated quantities and actual field quantities of work performed with a large increase in the items of tree removal and controlled low strength material, per field conditions.

I respectfully recommend approval by your Honorable Body.

Commissioner Sims, seconded by Commissioner Gorman, moved that the communication be referred to the Committee on Roads and Bridges. (Comm. No. 319001). **The motion carried unanimously.**

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Transmitting a Communication, dated June 11, 2012, from

JOHN YONAN, P.E., Superintendent of Highway

JOURNAL OF PROCEEDINGS FOR JULY 10, 2012

I herewith present the following recommendation for change in plans and extra work involved on this improvement in Unincorporated Wheeling Township, Cook County District #14.

<u>AUTH. NO.</u>	<u>SECTION</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
1	09-37120-90-FP Wheeling Township 2009 Gregory St. and Graylynn Dr.	Adjustment of Quantities	\$37,487.50 (Addition)

The quantities as shown on the contract documents were estimated for bidding purposes only. This change represents the difference between the estimated quantities and actual field quantities of work performed with additional tree removal, extension of the 30 inch storm sewer for an additional 240 feet and the substitution of the M-3.12 curb and gutter for B-6.12 curb and gutter throughout the length of the project, as directed by the Township.

I respectfully recommend approval by your Honorable Body.

Commissioner Sims, seconded by Commissioner Gorman, moved that the communication be referred to the Committee on Roads and Bridges. (Comm. No. 319002). **The motion carried unanimously.**

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Transmitting a Communication, dated June 5, 2012, from

JOHN YONAN, P.E., Superintendent of Highway

I herewith present the following recommendation for change in plans and extra work involved on this improvement in the City of Country Club Hills and the Village of Hazel Crest, Cook County Board District #5.

<u>AUTH. NO.</u>	<u>SECTION</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
2 & Final	11-B6128-05-RP 175 th Street Cicero Avenue to Kedzie Avenue	Final Adjustment of Quantities	540.00 (Addition)

The quantities as shown on the contract documents were estimated for bidding purposes only. This change represents the difference between the estimated quantities and actual field quantities of work performed.

I respectfully recommend approval by your Honorable Body.

Commissioner Sims, seconded by Commissioner Gorman, moved that the communication be referred to the Committee on Roads and Bridges. (Comm. No. 319003). **The motion carried unanimously.**

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Transmitting a Communication, dated June 4, 2012, from

JOHN YONAN, P.E., Superintendent of Highway

I herewith present the following recommendation for change in plans and extra work involved on this improvement in the City of Burbank, Cook County Board District #11.

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<u>AUTH. NO.</u>	<u>SECTION</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
2	08-W3719-04-FP Narragansett Avenue 87 th St. to 79 th St.	Adjustment of Quantities and New Items	\$67,512.84 (Addition)

The quantities as shown on the contract documents were estimated for bidding purposes only. This change represents the difference between the estimated quantities and actual field quantities of work performed, with increases in concrete pavement, concrete patches, various storm sewer items, concrete headwall removal and light pole foundations which were necessitated by existing field conditions.

New items were added for various drainage and electrical work which were required but not provided in the original contract.

I respectfully recommend approval by your Honorable Body.

Commissioner Sims, seconded by Commissioner Gorman, moved that the communication be referred to the Committee on Roads and Bridges. (Comm. No. 319004). **The motion carried unanimously.**

* * * * *

Transmitting a Communication, dated June 4, 2012, from

JOHN YONAN, P.E., Superintendent of Highway

I herewith present the following recommendation for change in plans and extra work involved on this improvement in the unincorporated Palatine Township, Cook County Board District #14.

<u>AUTH. NO.</u>	<u>SECTION</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
1 & Final	10-25154-90-RS Palatine Township 2011 MFT Project Various Locations	Final Adjustment of Quantities	\$3,339.40 (Addition)

The quantities as shown on the contract documents were estimated for bidding purposes only. This change represents the difference between the estimated quantities and actual field quantities of work performed with additional quantities being required for patching and concrete curb removal and replacement due to field conditions.

I respectfully recommend approval by your Honorable Body.

Commissioner Sims, seconded by Commissioner Gorman, moved that the communication be referred to the Committee on Roads and Bridges. (Comm. No. 319005). **The motion carried unanimously.**

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Transmitting a Communication, dated June 11, 2012, from

JOHN YONAN, P.E., Superintendent of Highway

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I herewith present the following recommendation for change in plans and extra work involved on this improvement in various Villages of Cook County, Cook County Board Districts #5, 6, 13, 14, 15 &17.

<u>AUTH. NO.</u>	<u>SECTION</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
3	10-TSCMC-08-TL Traffic Signal Modernization Contract & LED Retrofitting (53 Locations)	Adjustment of Quantities	\$15,981.04 (Deduction)

The quantities as shown on the contract documents were estimated for bidding purposes only. This change represents the difference between the estimated quantities and actual field quantities of work with a large deduction due to the elimination of the contract extra work item.

I respectfully recommend approval by your Honorable Body.

Commissioner Sims, seconded by Commissioner Gorman, moved that the communication be referred to the Committee on Roads and Bridges. (Comm. No. 319006). **The motion carried unanimously.**

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Transmitting a Communication, dated May 18, 2012, from

JOHN YONAN, P.E., Superintendent of Highway

I herewith present the following recommendation for change in plans and extra work involved on this improvement in Unincorporated Wheeling Township, Cook County Board District #14.

<u>AUTH. NO.</u>	<u>SECTION</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
2 & Final	09-37110-90-FP Wheeling Township 2009 E.R.P. Project Various Locations	Adjustment of Quantities	\$5,954.52 (Addition)

The quantities as shown on the contract documents were estimated for bidding purposes only. This change represents the difference between the estimated quantities and actual field quantities of work performed.

A new item was required for additional landscaping work which was not included in the original contract.

I respectfully recommend approval by your Honorable Body.

Commissioner Sims, seconded by Commissioner Gorman, moved that the communication be referred to the Committee on Roads and Bridges. (Comm. No. 319007). **The motion carried unanimously.**

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Transmitting a Communication, dated June 13, 2012, from

JOHN YONAN, P.E., Superintendent of Highway

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I herewith present the following recommendation for change in plans and extra work involved on this improvement.

<u>AUTH. NO.</u>	<u>SECTION</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
1 & Final	11-8PVMK-34-GM Pavement Markings-2011	Final Adjustment of Quantities	\$171,732.10 (Deduction)

The quantities as shown on the contract documents were estimated for bidding purposes only. This change represents the difference between the estimated quantities and actual field quantities of work performed.

A new item was required for additional landscaping work which was not included in the original contract.

I respectfully recommend approval by your Honorable Body.

Commissioner Sims, seconded by Commissioner Gorman, moved that the communication be referred to the Committee on Roads and Bridges. (Comm. No. 319008). **The motion carried unanimously.**

BUREAU OF CONSTRUCTION'S PROGRESS REPORT

Transmitting a Communication, dated June 1, 2012, from

JOHN YONAN, P.E., Superintendent of Highway

Attached hereto are copies of the Bureau of Construction's Progress Report for the month ending May 31, 2012.

Commissioner Sims, seconded by Commissioner Gorman, moved that the communication be received and filed. **The motion carried unanimously.**

CONTRACT

Transmitting a Communication, dated July 6, 2012 from

JOHN YONAN, P.E, Superintendent of Highways

Re: Palatine Township
Various Locations
Section: 12-25156-90-RS
Contract No. 12-28-221

requesting authorization for the Chief Procurement Officer to enter into and execute Contract No. 12-28-221 with Geske & Sons, Inc., Crystal Lake, Illinois.

Competitive bidding procedures were followed in accordance with the Cook County Procurement Ordinance. On May 23, 2012, six (6) bidders responded. Geske & Sons was the lowest responsive and responsible bidder recommend for AwaRoad

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Reason: This contract with Geske & Sons, Inc. consists of milling and resurfacing of the existing Hot-Mix Asphalt (HMA) pavement along various streets in Unincorporated Palatine Township. The project will consist of milling the existing HMA pavement to a depth of 1.5 in. and resurfacing the milled pavement with Leveling Binder (Machine Method), IL 9.5, N50, as needed and 2 In. Hot Mix Asphalt Surface Course, Mix "D", IL-12.5 or IL-9.5, N70. Also included are provisions for Class D Patches, Thermoplastic Pavement Markings, and Traffic Protection for the following streets in Unincorporated Palatine Township.

Grove Lane
Francis Lane
Knoxboro Lane
Beaumont Lane
Hillside Road

The cost savings are estimated at \$110,881.70 based on the engineer's estimate.

Estimated Fiscal Impact: \$374,503.80 from the Motor Fuel Tax Fund Township Roads (610-585 Account).

In accordance with Cook County Code Section 2-107(z)(1) Amendment or suspension of rules, Commissioner Daley, seconded by Commissioner Garcia, moved to suspend Section 2-107(h)(1) Prior notice to public; agendas. **The motion carried unanimously.**

Commissioner Sims, seconded by Commissioner Gorman, moved that the Chief Procurement Officer be authorized to enter into the requested contract. **The motion carried unanimously.**

BUREAU OF HUMAN RESOURCES

HUMAN RESOURCES ACTIVITY REPORT

Transmitting a Communication, dated July 10, 2012 from

MAUREEN T. O'DONNELL, Chief, Bureau of Human Resources
and
RESHMA SONI, Interim County Comptroller

submitting the Human Resources Activity reports covering the two (2) week pay period for both Pay Period 10 ending May 5, 2012 and Pay Period 11 ending May 19, 2012.

Commissioner Daley, seconded by Commissioner Sims, moved that the communication be received and filed. **The motion carried unanimously.**

ORDINANCE

JOURNAL OF PROCEEDINGS FOR JULY 10, 2012

**12-O-33
ORDINANCE
Sponsored by**

**THE HONORABLE TONI PRECKWINKLE
PRESIDENT OF THE COOK COUNTY BOARD OF COMMISSIONERS**

WHEREAS, the State of Illinois has enacted "An Act regulating wages of laborers, mechanics and other workers employed in any public works by the State, county, city or any public body or any political subdivision or by any one under contract for public works," approved June 26, 1941, codified as amended, 820 ILCS 130/1 et seq. (1993), formerly Ill. Rev. Stat., Ch. 48, par. 39s-1 et seq.; and

WHEREAS, the aforesaid Act requires that the Board of Commissioners of the County of Cook investigate and ascertain the prevailing rate of wages as defined in said Act for laborers, mechanics and other workers in the locality of said County employed in performing construction of public works, for said County.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF COMMISSIONERS OF THE COUNTY OF COOK:

Section 1. To the extent and as required by "An Act regulating wages of laborers, mechanics and other workers employed in any public works by the State, county, city or any public body or any political subdivision or by any one under contract for public works," approved June 26, 1941, as amended, the general prevailing rate of wages in this locality for laborers, mechanics and other workers engaged in the construction of public works coming under the jurisdiction of this County is hereby ascertained to be the same as the prevailing rate of wages for construction work in the Cook County area as determined by the Department of Labor of the State of Illinois as of June 2012, a copy of that determination being submitted hereto and incorporated herein by reference. As required by said Act, any and all revisions of the prevailing rate of wages by the Department of Labor of the State of Illinois shall supersede the Department's June determination and apply to any and all public works construction undertaken by the County of Cook. The Definition of any terms appearing in this Ordinance which are also used in aforesaid Act shall be the same as in said Act.

Section 2. Nothing herein contained shall be construed to apply said general prevailing rate of wages as herein ascertained to any work or employment except public works construction of this County to the extent required by the aforesaid Act.

Section 3. The Bureau of Human Resources shall publicly post or keep available for inspection by any interested party in the main office of this Bureau of Human Resources (County) this determination or any revisions of such prevailing rate of wage. A copy of this determination or of the current revised determination of prevailing rate of wages then in effect shall be attached to all contract specifications.

Section 4. The Clerk shall mail a copy of this determination to any employer, and to any association of employers and to any person or association of employees who have filed their names and addresses, requesting copies of any determination stating the particular rates and the particular class of workers whose wages will be affected by such rates.

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Section 5. The Bureau of Human Resources shall promptly file a certified copy of this Ordinance with both the Secretary of State Index Division and the Department of Labor of the State of Illinois.

Section 6. The Bureau of Human Resources shall cause to be published in a newspaper of general circulation within the area a copy of this Ordinance, and such publication shall constitute notice that the determination is effective and that this is the determination of this public body.

Section 7. The Chief Procurement Officer of Cook County shall specify in the call for bids in any contract for public works that the general prevailing rate of wages in the locality for each craft or type of laborer or mechanic needed to execute the contract to perform such work, also the general prevailing rate for legal holiday and overtime work as ascertained by the Bureau of Human Resources, shall be paid for each craft or type of work needed to execute the contract or to perform such work. The Chief Procurement Officer in awarding the contract shall cause to be inserted in the contract a stipulation to the effect that not less than the prevailing rate of wages, as found by the Bureau of Human Resources, shall be paid to all laborers, workers and mechanics performing work under the contract, and the Chief Procurement Officer shall also require in all such contractor's bonds that the contract include such provision as will guarantee the faithful performance of such prevailing wage clause as provided by the contract.

Section 8. In the case of any underpayment of the prevailing wage, a penalty of 20% of the underpayment shall be assessed against the contractor or subcontractor; and the 20% penalty shall be payable to the Illinois Department of Labor. Any underpayment that has not been repaid to a worker within thirty-days of violation is subject to an additional 2% of the underpayment as a punitive damage assessment. This is payable to the worker.

Section 9. There is an automatic two (2) year debarment of any contractor or subcontractor found to have violated the Act on two (2) separate occasions. An affected contractor or subcontractor may request the Department to hold a hearing on the alleged violations within ten (10) days notification of the second violation.

Cook County Prevailing Wage for June 2012

(See explanation of column headings at bottom of wages)

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
ASBESTOS ABT-GEN	ALL			35.200	35.700	1.5	1.5	2.0	12.18	8.820	0.000	0.450
ASBESTOS ABT-MEC	BLD			32.850	0.000	1.5	1.5	2.0	10.82	10.66	0.000	0.720
BOILERMAKER	BLD			43.450	47.360	2.0	2.0	2.0	6.970	14.66	0.000	0.350
BRICK MASON	BLD			39.780	43.760	1.5	1.5	2.0	9.300	11.17	0.000	0.730
CARPENTER	ALL			40.770	42.770	1.5	1.5	2.0	12.34	11.25	0.000	0.530
CEMENT MASON	ALL			41.850	43.850	2.0	1.5	2.0	10.70	10.76	0.000	0.320
CERAMIC TILE FNSHER	BLD			33.600	0.000	2.0	1.5	2.0	9.200	6.680	0.000	0.580
COMM. ELECT.	BLD			36.440	38.940	1.5	1.5	2.0	8.420	8.910	0.000	0.700
ELECTRIC PWR EQMT OP	ALL			41.850	46.850	1.5	1.5	2.0	10.27	13.01	0.000	0.320
ELECTRIC PWR GRNDMAN	ALL			32.640	46.850	1.5	1.5	2.0	8.000	10.12	0.000	0.240
ELECTRIC PWR LINEMAN	ALL			41.850	46.850	1.5	1.5	2.0	10.27	13.01	0.000	0.320
ELECTRICIAN	ALL			40.400	43.000	1.5	1.5	2.0	13.83	7.920	0.000	0.750
ELEVATOR CONSTRUCTOR	BLD			48.560	54.630	2.0	2.0	2.0	11.03	11.96	2.910	0.000
FENCE ERECTOR	ALL			32.660	34.660	1.5	1.5	2.0	12.42	10.00	0.000	0.250
GLAZIER	BLD			38.500	40.000	1.5	2.0	2.0	11.49	14.64	0.000	0.840
HT/FROST INSULATOR	BLD			43.800	46.300	1.5	1.5	2.0	10.82	11.86	0.000	0.720
IRON WORKER	ALL			40.750	42.750	2.0	2.0	2.0	13.20	19.09	0.000	0.350

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Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
LABORER		ALL		35.200	35.950	1.5	1.5	2.0	12.18	8.820	0.000	0.450
LATHER		ALL		40.770	42.770	1.5	1.5	2.0	12.34	11.25	0.000	0.530
MACHINIST		BLD		43.160	45.160	1.5	1.5	2.0	7.980	8.950	0.000	0.000
MARBLE FINISHERS		ALL		29.100	0.000	1.5	1.5	2.0	9.300	11.17	0.000	0.660
MARBLE MASON		BLD		39.030	42.930	1.5	1.5	2.0	9.300	11.17	0.000	0.730
MATERIAL TESTER I		ALL		25.200	0.000	1.5	1.5	2.0	12.18	8.820	0.000	0.450
MATERIALS TESTER II		ALL		30.200	0.000	1.5	1.5	2.0	12.18	8.820	0.000	0.450
MILLWRIGHT		ALL		40.770	42.770	1.5	1.5	2.0	12.34	11.25	0.000	0.530
OPERATING ENGINEER		BLD 1		45.100	49.100	2.0	2.0	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		BLD 2		43.800	49.100	2.0	2.0	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		BLD 3		41.250	49.100	2.0	2.0	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		BLD 4		39.500	49.100	2.0	2.0	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		BLD 5		48.850	49.100	2.0	2.0	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		BLD 6		46.100	49.100	2.0	2.0	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		BLD 7		48.100	49.100	2.0	2.0	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		FLT 1		51.300	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		FLT 2		49.800	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		FLT 3		44.350	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		FLT 4		36.850	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY 1		43.300	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		HWY 2		42.750	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		HWY 3		40.700	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		HWY 4		39.300	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		HWY 5		38.100	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		HWY 6		46.300	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		HWY 7		44.300	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
ORNAMNTL IRON WORKER		ALL		40.200	42.700	2.0	2.0	2.0	12.67	15.61	0.000	0.500
PAINTER		ALL		38.000	42.750	1.5	1.5	1.5	9.750	11.10	0.000	0.770
PAINTER SIGNS		BLD		33.920	38.090	1.5	1.5	1.5	2.600	2.710	0.000	0.000
PILEDRIVER		ALL		40.770	42.770	1.5	1.5	2.0	12.34	11.25	0.000	0.530
PIPEFITTER		BLD		44.050	47.050	1.5	1.5	2.0	8.460	13.85	0.000	1.820
PLASTERER		BLD		39.250	41.610	1.5	1.5	2.0	10.60	10.69	0.000	0.550
PLUMBER		BLD		44.750	46.750	1.5	1.5	2.0	11.59	9.060	0.000	0.780
ROOFER		BLD		37.650	40.650	1.5	1.5	2.0	8.380	6.820	0.000	0.430
SHEETMETAL WORKER		BLD		40.560	43.800	1.5	1.5	2.0	9.880	16.54	0.000	0.630
SIGN HANGER		BLD		29.460	29.960	1.5	1.5	2.0	4.800	2.980	0.000	0.000
SPRINKLER FITTER		BLD		49.200	51.200	1.5	1.5	2.0	9.750	8.200	0.000	0.450
STEEL ERECTOR		ALL		40.750	42.750	2.0	2.0	2.0	13.20	19.09	0.000	0.350
STONE MASON		BLD		39.780	43.760	1.5	1.5	2.0	9.300	11.17	0.000	0.730
TERRAZZO FINISHER		BLD		35.150	0.000	1.5	1.5	2.0	9.200	9.070	0.000	0.430
TERRAZZO MASON		BLD		39.010	42.010	1.5	1.5	2.0	9.200	10.41	0.000	0.510
TILE MASON		BLD		40.490	44.490	2.0	1.5	2.0	9.200	8.390	0.000	0.640
TRAFFIC SAFETY WRKR		HWY		28.250	29.850	1.5	1.5	2.0	4.896	4.175	0.000	0.000
TRUCK DRIVER	E	ALL 1		33.850	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	E	ALL 2		34.100	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	E	ALL 3		34.300	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	E	ALL 4		34.500	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	W	ALL 1		32.550	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W	ALL 2		32.700	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W	ALL 3		32.900	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W	ALL 4		33.100	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TUCKPOINTER		BLD		39.950	40.950	1.5	1.5	2.0	8.180	10.57	0.000	0.790

Legend:

RG (Region)

TYP (Type)

C (Class)

Base (Base Rate)

FRMAN (Foreman)

M-F>8 (Overtime is required for any hour greater than 8 worked each day, Monday through Friday)

OSA (Overtime is required for every hour worked on Saturday)

OSH (Overtime is required for every hour worked on Sunday and Holidays)

H/W (Health & Welfare Insurance)

Pensn (Pension)

JOURNAL OF PROCEEDINGS FOR JULY 10, 2012

Vac (Vacation)
Trng (Training)

Approved and adopted this 10th day of July 2012.

TONI PRECKWINKLE, President
Cook County Board of Commissioners

Attest: DAVID ORR, County Clerk

Commissioner Daley, seconded by Commissioner Sims, moved that the Ordinance be approved and adopted. **The motion carried unanimously.**

PROPOSED RESOLUTIONS

Transmitting a Communication dated, June 19, 2012 from

MAUREEN O'DONNELL, Chief, Bureau of Human Resources

transmitting herewith a Salary Schedule for your consideration and approval.

Submitting a Proposed Resolution sponsored by:

TONI PRECKWINKLE, President, Cook County Board of Commissioners

PROPOSED RESOLUTION

APPROVING SALARY SCHEDULES

WHEREAS, the Illinois Public Employee Labor Relations Act (5 ILCS 315/1 et seq.) has established regulations regarding collective bargaining with a union; and

WHEREAS, the Salary Schedules and wage adjustments for the period of December 1, 2008 through November 30, 2012 have been negotiated between the County of Cook and Service Employees International Union (SEIU) Local 73 representing employees covered by the following Collective Bargaining Agreements: Oak Forest Health Facilities Service & Maintenance, Stroger/Cermak Service & Maintenance, Hospital Technicians, Hospital Technologists and Health Care Professionals; and

WHEREAS, the general increases and wage adjustments that have been negotiated are reflected in the Salary Schedules and are included in the Collective Bargaining Agreements negotiated between the County of Cook and Service Employees International Union (SEIU) Local 73; and

NOW THEREFORE BE IT RESOLVED, that the Cook County Board of Commissioners does hereby approve the Salary Schedules and wage adjustments negotiated between the County of Cook and Service Employees International Union (SEIU) Local 73 provided by the Bureau of Human Resources; and

BE IT FURTHER RESOLVED, that the Chief of the Bureau of Human Resources and the Cook County Comptroller are hereby authorized to implement the Salary Schedules and wage adjustments as negotiated.

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In accordance with Cook County Code Section 2-107(z)(1) Amendment or suspension of rules, Commissioner Daley, seconded by Commissioner Garcia, moved to suspend Section 2-107(h)(1) Prior notice to public; agendas. **The motion carried unanimously.**

Commissioner Daley, seconded by Commissioner Sims, moved that the communication be referred to the Finance Subcommittee on Labor. (Comm. No. 319027). **The motion carried unanimously.**

* * * * *

Transmitting a Communication dated, June 19, 2012 from

MAUREEN O'DONNELL, Chief, Bureau of Human Resources

transmitting herewith a Collective Bargaining Agreement for your consideration and approval.

Submitting a Proposed Resolution sponsored by:

TONI PRECKWINKLE, President, Cook County Board of Commissioners

PROPOSED RESOLUTION

APPROVING A COLLECTIVE BARGAINING AGREEMENT

WHEREAS, the Illinois Public Employee Labor Relations Act (5 ILCS 315/1 et seq.) has established regulations regarding collective bargaining with a union; and

WHEREAS, a Collective Bargaining Agreement for the period of December 1, 2008 through November 30, 2012 has been negotiated between the County of Cook and the International Brotherhood of Teamsters Local 743 representing Provident Hospital Employees; and

WHEREAS, salary adjustments and general wage increases have already been approved and are reflected in the Salary Schedules included in the Collective Bargaining Agreement negotiated between the County of Cook and the International Brotherhood of Teamsters Local 743; and

NOW THEREFORE BE IT RESOLVED, that the Cook County Board of Commissioners does hereby approve the Collective Bargaining Agreement between the County of Cook and the International Brotherhood of Teamsters Local 743 representing Provident Hospital Employees; as provided by the Bureau of Human Resources.

In accordance with Cook County Code Section 2-107(z)(1) Amendment or suspension of rules, Commissioner Daley, seconded by Commissioner Garcia, moved to suspend Section 2-107(h)(1) Prior notice to public; agendas. **The motion carried unanimously.**

Commissioner Daley, seconded by Commissioner Sims, moved that the communication be referred to the Finance Subcommittee on Labor. (Comm. No. 319028). **The motion carried unanimously.**

* * * * *

Transmitting a Communication dated, June 19, 2012 from

JOURNAL OF PROCEEDINGS FOR JULY 10, 2012

MAUREEN O'DONNELL, Chief, Bureau of Human Resources

transmitting herewith a Collective Bargaining Agreement for your consideration and approval.

Submitting a Proposed Resolution sponsored by:

TONI PRECKWINKLE, President, Cook County Board of Commissioners

PROPOSED RESOLUTION

APPROVING A COLLECTIVE BARGAINING AGREEMENT

WHEREAS, the Illinois Public Employee Labor Relations Act (5 ILCS 315/1 et seq.) has established regulations regarding collective bargaining with a union; and

WHEREAS, Collective Bargaining Agreements for the period of December 1, 2008 through November 30, 2012 have been negotiated between the County of Cook and the National Nurses Organizing Committee (NNOC); and

WHEREAS, salary adjustments and general wage increases have already been negotiated and are reflected in the Salary Schedules included in the Collective Bargaining Agreements negotiated between the County of Cook and the National Nurses Organizing Committee (NNOC); and

NOW THEREFORE BE IT RESOLVED, that the Cook County Board of Commissioners does hereby approve the Salary Schedules and wage adjustments between the County of Cook and the National Nurses Organizing Committee (NNOC) as provided by the Bureau of Human Resources; and

In accordance with Cook County Code Section 2-107(z)(1) Amendment or suspension of rules, Commissioner Daley, seconded by Commissioner Garcia, moved to suspend Section 2-107(h)(1) Prior notice to public; agendas. **The motion carried unanimously.**

Commissioner Daley, seconded by Commissioner Sims, moved that the communication be referred to the Finance Subcommittee on Labor. (Comm. No. 319029). **The motion carried unanimously.**

* * * * *

Transmitting a Communication dated, June 19, 2012 from

MAUREEN O'DONNELL, Chief, Bureau of Human Resources

transmitting herewith a Collective Bargaining Agreement for your consideration and approval.

Submitting a Proposed Resolution sponsored by:

TONI PRECKWINKLE, President, Cook County Board of Commissioners

PROPOSED RESOLUTION

JOURNAL OF PROCEEDINGS FOR JULY 10, 2012

APPROVING SALARY SCHEDULES

WHEREAS, the Illinois Public Employee Labor Relations Act (5 ILCS 315/1 et seq.) has established regulations regarding collective bargaining with a union; and

WHEREAS, a Salary Schedule for the period of December 1, 2008 through November 30, 2012 have been negotiated between the County of Cook and Service Employees International Union (SEIU) Local 73 representing Highway Supervisors; and

WHEREAS, salary adjustments and general wage increases have been negotiated and are reflected in the Salary Schedules included in the Collective Bargaining Agreements negotiated between the County of Cook and Service Employees International Union (SEIU) Local 73; and

NOW THEREFORE BE IT RESOLVED, that the Cook County Board of Commissioners does hereby approve the Salary Schedules and wage adjustments between the County of Cook and the Service Employees International Union (SEIU) Local 73 as provided by the Bureau of Human Resources; and

BE IT FURTHER RESOLVED, that the Chief of the Bureau of Human Resources and the Cook County Comptroller are hereby authorized to implement the Salary Schedules and wage adjustments as negotiated.

In accordance with Cook County Code Section 2-107(z)(1) Amendment or suspension of rules, Commissioner Daley, seconded by Commissioner Garcia, moved to suspend Section 2-107(h)(1) Prior notice to public; agendas. **The motion carried unanimously.**

Commissioner Daley, seconded by Commissioner Sims, moved that the communication be referred to the Finance Subcommittee on Labor. (Comm. No. 319030). **The motion carried unanimously.**

DEPARTMENT FOR MANAGEMENT OF INFORMATION SYSTEMS

REQUEST TO AMEND A PREVIOUSLY APPROVED ITEM

Transmitting a Communication, dated June 19, 2012 from

GREG WASS, Chief Information Officer, Bureau of Technology

requesting that the Board of Commissioners approve as amended the following Contract, which was previously approved on the December 14, 2011 Board Agenda, Item #11.

The amendment is indicated by the underscored and stricken language.

Transmitting a Communication, dated November 10, 2011 from

GREG WASS, Chief Information Officer, Bureau of Technology

requesting authorization for the ~~Procurement Officer~~ Chief Procurement Officer to enter and execute a contract with Xerox Corporation, Chicago, Illinois, for the lease of four (4) Xerox Docuprint 2000 Series

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180 MICR laser printers, including ~~four~~ (4) one (1) years of hardware maintenance, printer supplies toner/developer, and monthly impression charges..

Reason: These printers are the only known compatible printer's with the County's print program and forms.

Estimated Fiscal Impact: \$675,000.00. Contract period: ~~December 1, 2011 July 10, 2012~~ through ~~November 30, 2012 July 9, 2013~~. (714/016-579 Account).

The Procurement Officer concurs.

The Chief Information Officer has reviewed this item and concurs with this recommendation.

Commissioner Fritchey, seconded by Commissioner Gorman, moved that the request of the Chief Information Officer of the Bureau of Technology be approved. **The motion carried unanimously.**

DEPARTMENT OF OFFICE TECHNOLOGY

APPROVAL OF PAYMENT

Transmitting a Communication, dated June 18, 2012 from

GREG WASS, Chief Information Officer, Bureau of Technology

requesting approval of payment in the amount of \$751,138.67 to International Business Machines Corporation (IBM), Chicago, Illinois, to complete payment on the zSeries (mainframe) computer licenses and related mainframe support services for the period Januray 1, 2012 through May 31, 2012.

Reason: Cook County's contractual relationship with IBM for zSeries licensing and support services has expired. If approved, this payment will bring current all of Cook County's zSeries-related financial obligations to the company through May 31, 2012. It is estimated that there will be one additional payment to IBM to cover the three month period between June 1, 2012 through August 31, 2012; after which all future mainframe services will be handled through Cook County's new agreement with Acxiom.

Estimated Fiscal Impact: \$751,138.67. (717/009-579).

The Procurement Officer concurs.

The Chief Information Officer has reviewed this item and concurs with this recommendation.

Commissioner Fritchey, seconded by Commissioner Gorman, moved that the payment to International Business Machines Corporation (IBM) be made. **The motion carried unanimously.**

DEPARTMENT OF PLANNING AND DEVELOPMENT

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PROPOSED CONTRACT

Transmitting a Communication, dated June 20, 2012 from

HERMAN BREWER, Bureau Chief, Bureau of Economic Development
And
MARIA DE LOURDES COSS, Chief Procurement Officer

requesting authorization for the Chief Procurement Officer to enter into and execute Contract #12-18-142 with Walsh Construction Company II, LLC, Chicago, Illinois, for Countywide Warehouse and Records Storage Center - Hawthorne project.

Reason: The project consists of the build-out of 371,000 square feet of space within the Hawthorne Warehouse to accommodate general storage and records management complete with administrative operations for the Clerk of the Circuit Court, the County Clerk and the Bureau of Health. Competitive bidding procedures were followed in accordance with the Cook County Procurement Ordinance. Walsh Construction Company II, LLC was the lowest responsive and responsible bidder and is recommended for the award. The low bidder's cost savings realized by Cook County is \$1,747,032.00 based on the Engineer's estimate for this project.

Estimated Fiscal Impact: \$ 33,731,719.00.

20000 County Physical Plant

The Chief Procurement Officer concurs.

In accordance with Cook County Code Section 2-107(z)(1) Amendment or suspension of rules, Commissioner Daley, seconded by Commissioner Garcia, moved to suspend Section 2-107(h)(1) Prior notice to public; agendas. **The motion carried unanimously.**

Commissioner Daley, seconded by Commissioner Silvestri, moved that the communication be referred to the Committee on Capital Improvements. (Comm. No. 39025). **The motion carried.**

Commissioner Fritchey voted “no”.

PROPOSED RESOLUTIONS

Transmitting a Communication, dated June 10, 2012 from

HERMAN BREWER, Chief, Office of the Bureau of Economic Development

respectfully submitting this Resolution regarding T. H. Davidson & Co., Inc.'s request for a Class 8 property tax incentive for special circumstances for an industrial building located at 3932 West 149th Street, Midlothian, Illinois. The applicant has leased the building to Welsh Red-E-Mix, a concrete manufacturing and distribution company.

T. H. Davidson & Co., Inc. requests approval of the tax incentive based on the special circumstances that the property has been vacant for more than 24 months; and there has been no purchase for value under the

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Class 8 Ordinance. This Resolution is required so that the company can complete its application to the Assessor of Cook County.

Submitting a Proposed Resolution sponsored by

TONI PRECKWINKLE, President and JOAN PATRICIA MURPHY, County Commissioner

PROPOSED RESOLUTION

WHEREAS, the Cook County Board of Commissioners has adopted a Real Property Assessment Classification 8 that provides an applicant a reduction in the assessment level for an industrial facility; and

WHEREAS, the County Board of Commissioners has received and reviewed an application from T.H. Davidson & Co., Inc. and Resolution No. 11-0525-C from the Village of Midlothian for an abandoned industrial facility located at 3932 West 149th Street, Midlothian, Cook County, County Board District #6, Property Index Numbers: 28-11-308-001-0000; 28-11-308-002-0000 and 28-11-308-020-0000; and

WHEREAS, Cook County has defined abandoned property as buildings and other structures that, after having been vacant and unused for at least 24 months, are purchased for value by a purchaser in whom the seller has no direct financial interest; and

WHEREAS; industrial real estate is normally assessed at 25% of its market value, qualifying industrial real estate eligible for the Class 8 can receive a significant reduction in the level of assessment from the date that new construction or rehabilitation has been completed, or in the case of abandoned property from the date of substantial re-occupancy. Properties receiving Class 8 will be assessed at 10% of the market value for 10 years, 15% for the 11th year and 20% in the 12th year; and

WHEREAS, in the instance where the property does not meet the definition of abandoned property, the municipality or the Board of Commissioners, may determine that special circumstances justify finding that the property is abandoned for the purpose of Class 8; and

WHEREAS, in the case of abandonment of over 24 months and no purchase for value by a disinterested buyer, the County may determine that special circumstances justify finding the property is deemed abandoned; and

WHEREAS, Class 8 requires a Resolution by the County Board validating the property is deemed abandoned for the purpose of Class 8; and

WHEREAS, the Cook County Board of Commissioners has determined that the building has been abandoned for 31 months, at the time of application, with no purchase for value and that special circumstances are present; and

WHEREAS, the re-occupancy will create an estimated four (4) to 15 new full-time jobs, retain one (1) to two (2) part-time jobs and seven (7) to 15 construction jobs and the Village of Midlothian states the Class 8 is necessary for development to occur on this specific real estate. The municipal Resolution cites the special circumstances include that the property has been vacant for over 24 months and there has been no purchase for value.

NOW, THEREFORE, BE IT RESOLVED, by the President and Board of Commissioners of the County of Cook, that the President and Board of Commissioners validate the property located at 3932

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West 149th Street, Midlothian, Cook County, Illinois, is deemed abandoned with special circumstances under the Class 8; and

BE IT FURTHER RESOLVED, that the County Clerk is hereby authorized and directed to forward a certified copy of this Resolution to the Office of the Cook County Assessor.

Commissioner Garcia, seconded by Commissioner Murphy, moved that the communication be referred to the Finance Subcommittee on Real Estate Business and Economic Development. (Comm. No. 319012). **The motion carried unanimously.**

* * * * *

Transmitting a Communication, dated June 20, 2012 from

HERMAN BREWER, Chief, Bureau of Economic Development

respectfully submitting this Resolution regarding Essen Global, Inc.'s request for a Class 6b property tax incentive for special circumstances for an industrial building located at 740 Bonnie Lane, Elk Grove Village, Illinois. The applicant intends to lease to Glow with Us, the owners company for the warehouse and distribution of glow-in-the-dark, light-up and promotional products.

Essen Global, Inc. requests approval of the tax incentive based on the special circumstances that the property has been vacant for less than 24 months; and has been purchased for value under the Class 6b Ordinance. This resolution is required so that the company can complete its application to the Assessor of Cook County.

Submitting a Proposed Resolution sponsored by

TONI PRECKWINKLE, President and ELIZABETH "LIZ" DOODY GORMAN, County Commissioner

PROPOSED RESOLUTION

WHEREAS, the Cook County Board of Commissioners has adopted a Real Property Assessment Classification 6b that provides an applicant a reduction in the assessment level for an industrial facility; and

WHEREAS, the County Board of Commissioners has received and reviewed an application from Essen Global, Inc. and Resolution No. 38-11 from the Village of Elk Grove Village for an abandoned industrial facility located at 740 Bonnie Lane, Elk Grove Village, Cook County, Illinois, County Board District #17, Property Index Number: 08-27-102-134-1003; and

WHEREAS, Cook County has defined abandoned property as buildings and other structures that, after having been vacant and unused for at least 24 months, are purchased for value by a purchaser in whom the seller has no direct financial interest; and

WHEREAS, industrial real estate is normally assessed at 25% of its market value. Qualifying industrial real estate eligible for the Class 6b can receive a significant reduction in the level of assessment from the date that new construction or rehabilitation has been completed, or in the case of abandoned property from the date of substantial re-occupancy. Properties receiving Class 6b will be assessed at 10% of the market value for 10 years, 15% for the 11th year and 20% in the 12th year; and

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WHEREAS, in the instance where the property does not meet the definition of abandoned property, the municipality or the Board of Commissioners, may determine that special circumstances justify finding that the property is abandoned for the purpose of Class 6b; and

WHEREAS, in the case of abandonment of less than 24 months and purchase for value by a disinterested buyer, the County may determine that special circumstances justify finding the property is deemed abandoned; and

WHEREAS, Class 6b requires a Resolution by the County Board validating the property is deemed abandoned for the purpose of Class 6b and

WHEREAS, the Cook County Board of Commissioners has determined that the building has been abandoned for 13 months, at the time of application, with no purchase for value and that special circumstances are present; and

WHEREAS, the re-occupancy will retain 2 full time jobs; create an estimated 2-4 new full-time jobs; and

WHEREAS, the Village of Elk Grove Village states the Class 6b is necessary for development to occur on this specific real estate. The municipal resolution cites the special circumstances include that the property has been vacant for less than 24 months; and has been purchased for value; and

WHEREAS, the applicant acknowledges that it must provide an affidavit to the Assessor's Office stipulating that it is in compliance with the County's Living Wage Ordinance prior to receiving the Class 6b incentive on the subject property.

NOW, THEREFORE, BE IT RESOLVED, by the President and Board of Commissioners of the County of Cook, that the President and Board of Commissioners validate the property located at 740 Bonnie Lane, Elk Grove Village, Cook County, Illinois, is deemed abandoned with special circumstances under the Class 6b; and

BE IT FURTHER RESOLVED, that the County Clerk is hereby authorized and directed to forward a certified copy of this Resolution to the Office of the Cook County Assessor.

Commissioner Garcia, seconded by Commissioner Murphy, moved that the Proposed Resolution be referred to the Committee on the Finance Real Estate and Business and Economic Development Subcommittee. (Comm. No. 319013). **The motion carried unanimously.**

RESOLUTIONS

Transmitting a Communication, dated June 20, 2012 from

HERMAN BREWER, Chief, Bureau of Economic Development

respectfully submitting this Resolution regarding Brighton Trading Inc.'s request for a Class 6b property tax incentive for special circumstances and substantial rehabilitation for an industrial building located at 4920 South Monitor, Chicago, Illinois in unincorporated Cook County. The applicant has leased the facility to Aqua Ocean for the warehousing and distribution of frozen fish.

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Brighton Trading, Inc. requests approval of the tax incentive based on the special circumstances that the property has been vacant for more than 24 months; and there has been no purchase for value under the Class 6b Ordinance. This Resolution is required so that the company can complete its application to the Assessor of Cook County.

12-R-299 RESOLUTION

Sponsored by

THE HONORABLE TONI PRECKWINKLE

PRESIDENT OF THE COOK COUNTY BOARD OF COMMISSIONERS

WHEREAS, the County of Cook (the County) is an entitlement community pursuant to the regulations of the HOME Investment Partnerships Program (HOME) at 24 CFR Part 92 and the Community Development Block Grant Program (CDBG) at 24 CFR Part 570, which entitles the County to receive an annual allocation of CDBG and HOME grant funds from the U.S. Department of Housing and Urban Development (HUD); and

WHEREAS, the amount of CDBG and HOME funds that the County receives pursuant to entitlement status is determined by a HUD formula that takes into consideration the populations of the municipalities within its jurisdiction; and

WHEREAS, certain municipalities (the Electing Municipalities) within the County that receive Community Development Block Grant (CDBG) funds directly from HUD can elect to join the County's HOME Consortium (the Consortium), which would allow HUD to take into account the populations of these municipalities when calculating the County's annual HOME funds entitlement grant, thus increasing the County's annual allocation; and

WHEREAS, the Electing Municipalities are choosing to join the Consortium, as signified by resolution of their municipal boards; and

WHEREAS, each Electing Municipality must conform to the Consortium Program Year, which runs October 1 through September 30 in accordance with HUD rules; and

WHEREAS, as the Electing Municipalities move to the Consortium Program Year they may experience a gap in their administrative funding for the few months after their old program year expires and before the Consortium Program Year begins. (i.e., if their current program year ends on June 30 there is a three month gap before the new program year starts on October 1); and

WHEREAS, the County wants to maximize its federal allocation of HOME Funds by including the Electing Municipalities in the Consortium. The County's HOME Investment Partnerships Program could see up to a \$938,000.00 increase over two years by adding the populations of the Electing Municipalities into the formula for calculating the grant amount.; and

WHEREAS, to facilitate the addition of the Electing Municipalities to the Consortium, the County will provide the financing for the loss in administrative funding and any social service funding that is needed to align the program years in each Electing Municipality; and

WHEREAS, HUD requires that the Cook County Board of Commissioners act by resolution to add the new entitlement communities into the HOME Consortium.

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NOW, THEREFORE, BE IT RESOLVED, by the President and the Board of Commissioners of the County of Cook, Illinois:

Section 1: That the County will set aside a fund of no more than \$439,575.43 in non-federal dollars to be used to fund the administrative costs incurred by the Electing Municipalities for periods not funded, within a three year period, due to the alignment of the program years of the Electing Municipalities with the Consortium Program Year in accordance with HUD requirements.

Section 2: That the County be and is hereby authorized to enter into an Addendum to the HOME Investment Partnerships Program Consortium Agreement for Federal Fiscal Years 2013 and 2014 to add the Electing Municipalities and that the President, Bureau Chief of Economic Development or the County Clerk are hereby authorized to execute said HOME Investment Partnerships Program Consortium Agreement Addendum and any modifications thereto.

Section 3: That this Resolution shall be in full force and effect from and after its passage and approval as provided by law.

Approved and adopted this 10th day of July 2012.

TONI PRECKWINKLE, President
Cook County Board of Commissioners

Attest: DAVID ORR, County Clerk

Commissioner Garcia, seconded by Commissioner Murphy, moved that the communication be referred to the Finance Subcommittee on Real Estate Business and Economic Development. (Comm. No. 319011). **The motion carried unanimously.**

SHERIFF'S POLICE DEPARTMENT

APPROVAL OF PAYMENT

Transmitting a Communication, dated June 12, 2012 from

THOMAS J. DART, Sheriff of Cook County

by

MICHAEL K. SMITH, First Deputy Chief of Police, Cook County Sheriff's Police Department

requesting approval of payment in the amount of \$150,585.50 to Cook County Emergency Telephone System Board, Des Plaines, Illinois.

Reason: This payment represents the Cook County Sheriff's Office share of the hardware and software maintenance for the Computer Aided Dispatch System for Fiscal Year 2012.

Estimated Fiscal Impact: \$150,585.50. (231-818 Account).

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Commissioner Reyes, seconded by Commissioner Silvestri, moved that the payment to Cook County Emergency Telephone be made. **The motion carried unanimously.**

OFFICE OF THE CHIEF PROCUREMENT OFFICER

CONTRACTS

Transmitting a Communication, dated July 10, 2012 from

MARIA DE LOURDES COSS, Chief Procurement Officer

requesting authorization for the Chief Procurement Officer to enter into and execute a contract with E & R Towing and Garage, Inc., Markham, Illinois, for automobile maintenance and repair (Zone 7).

Reason: Competitive bidding procedures were followed in accordance with the Cook County Procurement Code. On February 8, 2012 bids were solicited for Contract No. 11-53-185 for automobile maintenance and repair for Cook County Zone 7. Two (2) bids were received. E & R Towing and Garage, Inc., was the lowest responsive and responsible bidder and is recommended for award. The auto maintenance services will be provided for various Cook County agencies. It has been determined that the auto maintenance services that are provided under this contract will provide a savings of \$9,355.00 based on previous year's pricing.

Estimated Fiscal Impact: \$362,607.00 (FY 2012: \$50,362.00; FY 2013: \$120,869.00; FY 2014: \$120,869.00; and FY 2015: \$70,507.00). Contract period: Thirty-six months with two (2) one-year renewal options. (Various-444 Accounts).

Approval of this item would commit Fiscal Year 2013, 2014 and 2015 funds.

The Procurement Officer concurs.

Vendor has met the Minority and Women Business Enterprise Ordinance.

Commissioner Daley, seconded by Commissioner Sims, moved that the Chief Procurement Officer be authorized to enter into the requested contract. **The motion carried unanimously.**

* * * * *

Transmitting a Communication, dated July 10, 2012 from

MARIA DE LOURDES COSS, Chief Procurement Officer

requesting authorization for the Chief Procurement Officer to enter into and execute a contract with E & R Towing and Garage, Inc., Chicago Heights, Illinois, for automobile maintenance and repair (Zone 8).

Reason: Competitive bidding procedures were followed in accordance with the Cook County Procurement Code. On February 8, 2012 bids were solicited for Contract No. 11-53-185 for automobile maintenance and repair for Cook County Zone 8. One (1) bid was received. E &

JOURNAL OF PROCEEDINGS FOR JULY 10, 2012

R Towing and Garage, Inc., was the lowest responsive and responsible bidder and is recommended for award. The auto maintenance services will be provided for various Cook County agencies. It has been determined that the auto maintenance services that are provided under this contract will provide a savings of \$9,355.00 based on previous year's pricing.

Estimated Fiscal Impact: \$362,607.00 (FY 2012: \$50,362.00; FY 2013: \$120,869.00; FY 2014: \$120,869.00; and FY 2015: \$70,507.00). Contract period: Thirty-six months with two (2) one-year renewal options. (Various-444 Accounts).

Approval of this item would commit Fiscal Year 2013, 2014 and 2015 funds.

The Procurement Officer concurs.

Vendor has met the Minority and Women Business Enterprise Ordinance.

Commissioner Daley, seconded by Commissioner Sims, moved that the Chief Procurement Officer be authorized to enter into the requested contract. **The motion carried unanimously.**

CONTRACT ADDENDUM

Transmitting a Communication, dated July 10, 2012 from

MARIA DE LOURDES COSS, Chief Procurement Officer

requesting authorization to increase by \$1,520,000.00, Contract No. 12-84-072 with W. W. Grainger, Inc., Lake Forest, Illinois, for maintenance, repair and operational supplies.

Board approved amount 04-17-12:	\$1,350,000.00
Increase requested:	<u>1,520,000.00</u>
Adjusted amount:	\$2,870,000.00

Reason: The Cook County Department of Homeland Security and Emergency Management (DHSEM) is requesting a portion of this increase in order to expend allocated grant funds for the purchase of homeland security and emergency management supplies and equipment for first responders throughout Cook County. The additional funds will be required for other using departments including, but not limited to Facilities Management, Highway, Environmental Control, Sheriff and Clerk of the Circuit Court. The expiration date of the current contract is December 31, 2012.

Estimated Fiscal Impact: \$1,520,000.00. (Various-333 Accounts).

Approval of this item would commit Fiscal Years 2012 and 2013 funds.

The Procurement Officer concurs.

Vendor has met the Minority and Women Business Enterprise Ordinance.

Commissioner Daley, seconded by Commissioner Sims, moved that the Chief Procurement Officer be authorized to increase the requested contract. **The motion carried unanimously.**

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BID OPENING

July 6, 2012

Honorable President and Members
Board of Commissioners of Cook County
Chicago, Illinois 60602

Dear Ladies and Gentlemen:

Pursuant to the rules of this Board, I hereby submit for your consideration, bids which were opened under my supervision on Friday, July 6, 2012, at 10:00 A.M., in the County Building, Chicago, Illinois.

Very truly yours,

MARIA DE LOURDES COSS, Chief Procurement Officer, overseeing the Bid Opening.

<u>CONTRACT NO.</u>	<u>DESCRIPTION</u>	<u>USING DEPARTMENT</u>
12-90-095	Leasing of multi-function digital (MFD) Photocopiers	Various County Departments
12-90-128	Wall board supplies	Department of Facilities Management

By consensus, the bids were referred to their respective departments for review and consideration.

REAL ESTATE MANAGEMENT DIVISION

INTERGOVERNMENTAL AGREEMENT AMENDMENT

Transmitting a Communication, dated June 15, 2012 from

ANNA ASHCRAFT, Director, Real Estate Management Division

respectfully requesting approval of a First Amendment to Intergovernmental Agreement between the County of Cook and the Forest Preserve District of Cook County.

By Resolution 09-R-498, this Board authorized conveyance of land adjacent to the Oak Forest Health Center Campus to the Forest Preserve District of Cook County (the "District"), and a joint planning initiative for the purpose of preserving and memorializing the history of the County's ownership of the land, and providing for cooperation in the development of the preserve in harmony with the continued use of the Oak Forest Health Center Campus (the "Campus").

On July 12, 2011, this Board authorized an Intergovernmental Agreement (the "IGA") between Cook County and the District to implement this joint planning initiative. Pursuant to the IGA, a consultant was retained to develop a Master Plan. This Amendment provides for phase 1 of the implementation of the Master Plan. Actions authorized are as follows:

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1. The new preserve (the “Oak Forest Heritage Preserve”) will be accessed through the main entrance to the Oak Forest Health Center. The District will be permitted to place signage directing visitors to the Preserve, at locations to be agreed upon by the Cook County Real Estate Management Division in conjunction with the Cook County Health and Hospitals System (“CCHHS”).
2. An area for parking on the Campus for District patrons will be agreed upon in conjunction with CCHHS. This parking may be temporary, depending upon the location of a future visitors’ center and the needs of the Health Center.
3. CCHHS will refrain from mowing certain areas of the Campus during the remainder of 2012 and during 2013, as necessary, in order to allow regeneration of existing seed banks. If the District determines that an oak savannah ecosystem will likely regenerate in such areas, the parties will negotiate an agreement or arrangement for development of such ecosystem.
4. In conjunction with CCHHS, the Real Estate Management Division and the District will work cooperatively to identify a structure or an area in a structure on the Campus for use as a visitor’s center, and to develop a plan for appropriate funding and staffing.
5. The Real Estate Management Division will continue to work with the District and CCHHS on phase 2 of the Master Plan planning process.

Fiscal Impact: None

This Agreement is being submitted simultaneously to the Cook County Health and Hospitals System Board and for approval by the Forest Preserve District Board of Commissioners at the next available meeting.

Approval is recommended.

Commissioner Garcia, seconded by Commissioner Murphy, moved that the request of the Director of the Real Estate Management Division be approved and that the Proper Officials be authorized to sign on behalf of Cook County. **The motion carried.**

Commissioner Fritchey voted "no".

LEASE AGREEMENTS

Transmitting a Communication, dated June 15, 2012 from

ANNA ASHCRAFT, Director, Real Estate Management Division

Respectfully requesting approval of a Lease Agreement between the City of Chicago, as Landlord and the County of Cook, as Tenant for use of a building at 6337 South Woodlawn Avenue, in County Board District #3, known as the Woodlawn Health Center.

The Ambulatory and Community Health Network will continue to use the premises as a public health center. Details are:

Landlord: City of Chicago

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Tenant: County of Cook
Using Agency: Cook County Ambulatory and Community Health Network
Location: 6337 South Woodlawn Avenue, Chicago, Illinois
Term: Commencement upon Board Approval – December 31, 2016
Termination Option: By either party with a 120 day prior written notice
Space Occupied: 10,000 square feet.
Base Rent: \$1.00
Operating Expenses: Tenant shall be responsible for all costs of operating the Premises including security, custodial and snow removal for the Building. City of Chicago will perform repairs to the building as necessary.

Approval of this item would commit Fiscal 2013-2016 funds.

This Lease Agreement is being submitted simultaneously for approval by the City Council of Chicago at the next available meeting.

This item has been submitted for was approved by the Finance Committee for the Cook County Health & Hospitals System at its June 22, 2012 Finance Meeting, and by the CCHHS Board at the June 29th CCHHS Board meeting.

Approval is recommended.

Commissioner Garcia, seconded by Commissioner Murphy, moved that the request of the Director of the Real Estate management Division be approved and that the Proper Officials be authorized to sign on behalf of Cook County. **The motion carried unanimously.**

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Transmitting a Communication, dated June 29, 2012 from

ANNA ASHCRAFT, Director, Real Estate Management Division
and
RAM RAJU, MD, MBA, FACHE, FACS, Chief Executive Officer,
Cook County Health & Hospitals System

requesting authorization to negotiate and execute a Lease Agreement between the Illinois Medical District, as Landlord, and the County of Cook, as Tenant, for occupancy by the Cook County Health and Hospitals System (CCHHS) of a building owned by the IMD at 600 South Hoyne Avenue, in Chicago.

The Illinois Department of Healthcare and Family Services (HFS), in collaboration with the Cook County Board and the Cook County Health and Hospital System (CCHHS), has requested an “1115 waiver” from the Centers for Medicare and Medicaid Services (CMS), pursuant to the Affordable Care Act, effective July of 2012. A decision by CMS is anticipated in July 2012. If approved, this waiver would enable enrollment of individuals currently ineligible for Medicaid.

CCHHS has requested that the Real Estate Management Division negotiate this lease, which is contingent on issuance of the waiver, so improvements can begin immediately upon approval of the waiver, and the enrollment center can commence operations in September 2012, This waiver and a successful enrollment

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process will allow CCHHS to decrease its uninsured population and provide funds to improve the quality, coordination, and cost-effectiveness of the care it provides.

Approval of this item will authorize execution of a lease agreement on terms no less favorable to the County than those set forth below.

Term:	An initial term of three years, with two options to renew for two years each.
Space Occupied:	Approximately 9,400 square feet.
Base Rent:	No more than \$12.00 per square foot/\$112,000.00 annually
Operating Expenses:	Tenant will be responsible for all costs of operating the Premises, including utilities, security, custodial and snow removal for the Building and parking area. IMD will perform structural repairs to the building as necessary.
Improvements:	Tenant would be responsible for the cost of improvements necessary to make the Premises suitable for the intended purpose. A preliminary estimate for build-out provided by CCHHS Department of Physical Plant \$280,000.00.
Funding:	The 1115 waiver would be entirely funded by local County resources and federal matching funds for eligible services.

The CCHHS Board approved this matter at its meeting of June 29, 2012.

Commissioner Butler, seconded by Commissioner Murphy, moved that the request of the Director of the Real Estate Management Division be approved. **The motion carried unanimously.**

PUBLIC WAY LICENSE AGREEMENT

Transmitting a Communication, dated June 15, 2012 from

ANNA ASHCRAFT, Director, Real Estate Management Division

Respectfully requesting approval of a Public Way License Agreement between the County of Cook, as Grantor, and Sidera Networks, LLC, as Grantee. Upon issuance of this License, Grantee shall have the authority to apply for permits in order to construct, install, replace, relocate, modify, maintain, and remove its facilities located in the public ways of Cook County.

This license is in accordance with Cook County Code Chapter 66, Road and Bridges, Article 3, Public Way Regulatory Ordinance, enacted by the Board of Commissioners on June 19, 2007. The license fees, term start and end dates are all set by ordinance. Details are:

Grantor:	County of Cook
Grantee:	Sidera Networks, LLC
Term:	July 1, 2012 – June 30, 2017
Annual License Fee:	\$3,760.52 for year one, as adjusted annually by Consumer Price Index

Grantee has met the insurance requirements under the License Agreement.

Approval is recommended.

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Commissioner Garcia, seconded by Commissioner Steele, moved that the request of the Director of the Real Estate Management Division be approved and that the Proper Officials be authorized to sign on behalf of Cook County. **The motion carried unanimously.**

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Transmitting a Communication, dated June 15, 2012 from

ANNA ASHCRAFT, Director, Real Estate Management Division

Respectfully requesting approval of a Public Way License Agreement between the County of Cook, as Grantor, and Vinakom Communications, Inc., as Grantee. Upon issuance of this License, Grantee shall have the authority to apply for permits in order to construct, install, replace, relocate, modify, maintain, and remove its facilities located in the public ways of Cook County.

This license is in accordance with Cook County Code Chapter 66, Road and Bridges, Article 3, Public Way Regulatory Ordinance, enacted by the Board of Commissioners on June 19, 2007. The license fees, term start and end dates are all set by ordinance. Details are:

Grantor:	County of Cook
Grantee:	Vinakom Communications, Inc.
Term:	July 1, 2012 – June 30, 2017
Annual License Fee:	\$3,760.52 for year one, as adjusted annually by Consumer Price Index

Grantee has met the insurance requirements under the License Agreement.

Approval is recommended.

Commissioner Garcia, seconded by Commissioner Steele, moved that the request of the Director of the Real Estate Management Division be approved and that the Proper Officials be authorized to sign on behalf of Cook County. **The motion carried unanimously.**

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Transmitting a Communication, dated June 15, 2012 from

ANNA ASHCRAFT, Director, Real Estate Management Division

Respectfully requesting approval of a Public Way License Agreement between the County of Cook, as Grantor, and Zayo Group, LLC, as Grantee. Upon issuance of this License, Grantee shall have the authority to apply for permits in order to construct, install, replace, relocate, modify, maintain, and remove its facilities located in the public ways of Cook County.

This license is in accordance with Cook County Code Chapter 66, Road and Bridges, Article 3, Public Way Regulatory Ordinance, enacted by the Board of Commissioners on June 19, 2007. The license fees, term start and end dates are all set by ordinance. Details are:

Grantor:	County of Cook
Grantee:	Zayo Group, LLC
Term:	July 1, 2012 – June 30, 2017

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Annual License Fee: \$3,760.52 for year one, as adjusted annually by Consumer Price Index

Grantee has met the insurance requirements under the License Agreement.

Approval is recommended.

Commissioner Garcia, seconded by Commissioner Steele, moved that the request of the Director of the Real Estate Management Division be approved and that the Proper Officials be authorized to sign on behalf of Cook County. **The motion carried unanimously.**

DEPARTMENT OF RISK MANAGEMENT

CONTRACT ADDENDUM

Transmitting a Communication, dated June 4, 2012 from

LISA M. WALIK, Director, Department of Risk Management

requesting authorization for the Chief Procurement Officer to increase by \$800,000.00 and extend for one (1) year, Contract No. 09-41-49 with Genex Services, Inc., Wayne, Pennsylvania, for Workers Compensation Bill Review and Case Management Services.

Board approved amount 05-19-09:	\$2,250,000.00
Increase requested:	<u>800,000.00</u>
Adjusted amount:	\$3,050,000.00

Reason: The Workers' Compensation services have been included in a Request for Proposal (RFP) that was recently posted by the Bureau of Human Resources for integrated Absence Management Services. This extension will ensure continuity of operations and cost-saving initiatives while the RFP responses are being reviewed and evaluated by the Evaluation Committee.

Estimated Fiscal Impact: \$800,000.00. Contract extension: August 1, 2012 through July 31, 2013. (542-845 Account). Self-Insurance Fund. The costs are associated and allocated to individual workers' compensation claim files. The savings from this program exceed the anticipated costs.

Approval of this item would commit Fiscal Year 2013 funds.

The Procurement Officer concurs.

Commissioner Daley, seconded by Commissioner Sims, moved that the Chief Procurement Officer be authorized to increase the requested contract. **The motion carried unanimously.**

OFFICE OF THE STATE'S ATTORNEY

PENDING LITIGATION

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Transmitting a Communication, dated June 15, 2012 from

ANITA ALVAREZ, Cook County State's Attorney

by

PATRICK T. DRISCOLL, JR., Deputy State's Attorney, Chief, Civil Actions Bureau

respectfully request permission to discuss the following cases with the Board or the appropriate committee thereof:

1. Theodore Triplett v. Cook County Sheriff, Case No. 12-C-3212
(Comm. No. 319014).
2. Larry Banks v. Thomas Dart, et al., Case No. 12-CV-1636
(Comm. No. 319015).
3. Robert Dunbar v. Correctional Officer Jacque Grode, et al., Case No. 12-C-1295
(Comm. No. 319016).
4. Maddox Larsha v. Thomas Dart, et al., Case No. 12-C-1232
(Comm. No. 319017).
5. Channel Griffith v. Daranz Broomfield, et al., Case No. 12-M1-301375
(Comm. No. 319018).
6. Tyrone Owens v. Thomas Dart, et al., Case No. 11-C-8630
(Comm. No. 319019).
7. Frederick Coe v. Sunita Williamson, et al., Case No. 11-C-8754
(Comm. No. 319020).
8. Edward Carreon v. Thomas Dart, et al., Case No. 12-C-0928
(Comm. No. 319021).
9. Matalie Petrovic v. Thomas Dart, et al., Case No. 12-CH-19788
(Comm. No. 319022).
10. Heard v. Officer Black, et al., Case No. 11-C-8375
(Comm. No. 319023).
11. Smith v. City of Chicago and Alvarez, Case No. 06-C-6423
(Comm. No. 319024).

Commissioner Silvestri, seconded by Commissioner Fritchey, moved that the communications be referred to the Committee on Finance Litigation Subcommittee. **The motion carried unanimously.**

SHERIFF'S DEPARTMENT OF WOMEN'S JUSTICE SERVICES

PROPOSED GRANT AWARD ADDENDUM

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Transmitting a Communication, dated June 18, 2012 from

THOMAS J. DART, Sheriff of Cook County
by
ALEXIS A. HERRERA, Chief Financial Officer

requesting authorization to accept a grant extension from May 1, 2012 to August 31, 2013 from the Hunt Alternatives Fund. This extension will provide additional time to spread awareness about the Department's Human Trafficking Response Team Model.

The authorization to accept the original grant was given on December 1, 2011 by the Cook County Board of Commissioners in the amount of \$10,000.00

Estimated Fiscal Impact: None. Funding period extension: November 1, 2011 through August 31, 2013.

The Budget Department has received all requisite documents and determined the fiscal impact on Cook County, if any.

This item was WITHDRAWN at the request of the sponsor.

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Transmitting a Communication, dated June 19th, 2012 from

THOMAS J. DART, Sheriff of Cook County
by
ALEXIS A. HERRERA, Chief Financial Officer

requesting authorization to accept a grant extension from June 1, 2012 to August 31, 2013 from the Hunt Alternatives Fund. This extension will provide additional time to spread awareness and expansion efforts for the Department's Human Trafficking Response Team Model.

The authorization to accept the original grant was given on February 15, 2012 by the Cook County Board of Commissioners in the amount of \$50,000.00.

Estimated Fiscal Impact: None. Funding period extension: December 1, 2012 through August 31, 2013.

The Budget Department has received all requisite documents and determined the fiscal impact on Cook County, if any.

This item was WITHDRAWN at the request of the sponsor.

ADJOURNMENT

Commissioner Daley, seconded by Commissioner Silvestri, moved that the meeting do now adjourn to meet again at the same time and same place on July 24, 2012, in accordance with County Board Resolution 12-R-19.

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The motion prevailed and the meeting stood adjourned.

County Clerk